SELECTION FROM OLD RECORDS

PAPERS RELATING TO ZAMINDARIES MITTAHS, Etc.

TINNEVELLY DISTRICT

(BOARD SENT)

NOTE.—The papers are merely printed for convenience of reference and do not acquire any special authority from being printed.

MADRAS
PRINTED BY THE SUPERINTENDENT, GOVERNMENT PRESS
1934

V2119793(X223)
N34

73917

INDEX

BOARD SENT.

1836.

Serial number.		PAGE.
1	Collector's letter No. 18, dated 27th January 1836—Estates—Sivagiri—Death of Zamindar reported ..	1
2	Collector's letter No. 41, dated 5th March 1836—Estates—Zamindaris—Under attachment ..	2
3	Collector's letter No. 48, dated 16th March 1836—Estates—Talavancottai—Death of Zamindarnee—Reported ..	4
4	Collector's letter No. 114, dated 2nd August 1836—Estates—Talavancottai Taking under Court's management—Reported ..	6
5	Collector's letter No. 124, dated 26th August 1836—Estates—Chokampatti—Survey—Reported ..	8
6	Collector's letter No. 134, dated 12th September 1836—Estates—Avudayapuram—Under attachment—Reported ..	8
7	Collector's letter No. 149, dated 14th October 1836—Estates—Uthumalai, etc.—Arrears of peshcush—Report submitted ..	11
8	Collector's letter No. 179, dated 19th November 1836—Estates—Colarpatti—Pension allowance—Wrongly continued—Reported ..	22
9	Collector's letter No. 196, dated 19th December 1836—Estates—Avudayapuram—Payment of arrear of peshcush arranged ..	25
10	Collector's letter No. 2, dated 9th December 1836—Estates—Naduvakurichi—Arrears of peshcush—Reported ..	27
	1837.	
11	Collector's letter No. 49, dated 5th April 1837—Estates—Sivagiri—Application for a fresh cowl—Istimrar ..	29
12	Collector's letter No. 75, dated 22nd May 1837—Estates—Avudayapuram—Muchalika executed ..	29
13	Collector's letter No. 89, dated 27th June 1837—Estates—Chokampatti—Zamindar—Release—Ordered ..	31
14	Collector's letter No. 112, dated 12th August 1837—Estates—Avudayapuram—Muchalika—Executed ..	33
15	Collector's letter No. 137, dated 7th October 1837—Estates—Certain poligars—Pension allowance—Wrongly drawn—Reported ..	33
	1838.	
16	Collector's letter No. 21, dated 19th February 1838—Estates—Sivagiri—Application for fresh sannad ..	35
17	Collector's letter No. 54, dated 21st April 1838—Estates—Uthumalai—Resources of the—Reported ..	35
18	Collector's letter No. 98, dated 25th August 1838—Estates—Singampatti—Loss of accounts—Complaint by Zamindar ..	37
	1839.	
19	Collector's letter No. 72, dated 30th May 1839—Estates—Pensioned Zamindar—Overdrawal of pension ..	38
20	Collector's letter No. 73, dated 30th May 1839—Estates—Uthumalai—Resources—Further report ..	38
21	Collector's letter No. 82, dated 3rd July 1839—Estates—Chokampatti—Further report ..	40
22	Collector's letter No. 109, dated 24th August 1839—Estates—Chokampatti—Further report ..	43
23	Collector's letter No. 124, dated 30th September 1839—Estates—Sivagiri—Grant of fresh sannad ..	45
	1840.	
24	Collector's letter No. 74, dated 30th May 1840—Estates—Yelairampannai—Claim ..	49
25	Collector's letter No. 76, dated 11th June 1840—Estates—Sivagiri—Fresh sannad ..	49

Serial number.		PAGE.
26	Collector's letter No. 106, dated 15th August 1840—Estates—Sivagiri—Fresh sannad	52
27	Collector's letter No. 121, dated 9th September 1840—Estates—Ettayapuram—Death of Zamindar	52
28	Collector's letter No. 139, dated 17th October 1840—Estates—Sivagiri—Application from Zamindar for waiving certain arrear	53
	1841.	
29	Collector's letter No. 18, dated 4th February 1841—Estates—Chokampatti.	54
30	Collector's letter No. 77, dated 15th July 1841—Estates—Sivagiri—Sannad.	56
31	Collector's letter No. 109, dated 11th September 1841—Estates—Chokampatti	56
32	Collector's letter No. 120, dated 9th October 1841—Estates—Sivagiri—Arrears of peshcush	57
33	Collector's letter No. 147, dated 30th November 1841—Estates—Chokampatti	58
34	Collector's letter No. 166, dated 27th December 1841—Estates—Chokampatti	58
	1842.	
35	Collector's letter No. 21, dated 26th February 1842—Estates—Chokampatti—Allowance to family	60
36	Collector's letter No. 50, dated 5th May 1842—Estates—Attankarai—Death of Zamindar	61
37	Collector's letter No. 60, dated 11th June 1842—Estates—Mannarkottai—Death of Zamindar	62
38	Collector's letter No. 71, dated 11th July 1842—Estates—Kadambur—Death of Zamindar	63
39	Collector's letter No. 108, dated 13th September 1842—Estates—Naduvakurichi—Debts—Proposal for relief	64
	1843.	
40	Collector's letter No. 27, dated 10th February 1843—Estates—Naduvakurichi—Proposal for transfer to Government	65
41	Collector's letter No. 40, dated 24th March 1842—Estates—Attankarai—Education of minor	66
42	Collector's letter No. 85, dated 17th June 1843—Estates—Yelumadai—Death of Zamindar	66
43	Collector's letter No. 86, dated 19th June 1843—Estates—Chokampatti—Claim for allowance	68
44	Collector's letter No. 94, dated 29th June 1843—Estates—General allowance to families of Poligars in lieu of resumed lands—Method of payment ..	69
45	Collector's letter No. 100, dated 11th July 1843—Estates—Complaint against a Zamindar for oppression	69
46	Collector's letter No. 142, dated 26th September 1843—Estates—Attankarai—Management	70
	1844.	
47	Collector's letter No. 32, dated 8th February 1844—Estates—Sivagiri—Young Zamindar—Putting in possession—Orders solicited	72
48	Collector's letter No. 220, dated 21st November 1844—Estates—Sennalgudi—Death of Zamindar	73
49	Collector's letter No. 231, dated 5th December 1844—Estates—Pavaly—Death of Zamindar	73
	1845.	
50	Collector's letter No. 84, dated 19th April 1845—Estates—Ex-Kulathur Zamin—Claim for allowance	74
51	Collector's letter No. 90, dated 21st April 1845—Estates—Singampatti—Succession	75
52	Collector's letter No. 104, dated 12th May 1845—Estates—Pavaly—Succession	76
53	Collector's letter No. 127, dated 13th June 1845—Estates—Singampatti—Death of Zamindarnee..	77
54	Collector's letter No. 206, dated 13th September 1845—Estates—Pavaly—Succession—Reported	78

Serial number.		PAGE.
55	Collector's letter No. 210, dated 15th September 1845—Estates—Singampatti—Further report ..	79
56	Collector's letter No. 224, dated 30th September 1845—Estates—Sundayur—Death of Zamindar ..	81
57	Collector's letter No. 245, dated 6th November 1845—Estates—Maniachi—Death of Zamindar ..	82
58	Collector's letter No. 276, dated 26th December 1845—Estates—Nagalapuram—Death of Sundarapandia Yerumudy Yeruppa Naig in the line of the deposed Zamindar ..	83
	1846.	
59	Collector's letter No. 30, dated 22nd January 1846—Estate—Chokampatti—Succession ..	84
60	Collector's letter No. 145, dated 17th June 1846—Estate—Singampatti—Succession ..	85
61	Collector's letter No. 161, dated 13th July 1846—Estate—Pavaly—Claim of half brother of deceased Zamindar ..	85
	1847.	
62	Collector's letter No. 38, dated 17th April 1847—Estate—Pavaly—Dispute of claimants ..	86
63	Collector's letter No. 60, dated 15th March 1847—Estate—Pavaly—Dispute of claimants ..	86
64	Collector's letter No. 61, dated 15th March 1847—Estate—Pudur—Death of Zamindar ..	87
65	Collector's letter No. 67, dated 20th March 1847—Estate—Chokampatti—Family pension ..	88
66	Collector's letter No. 128, dated 31st May 1847—Estate—Pavaly—Succession ..	89
67	Collector's letter No. 158, dated 3rd July 1847—Estate—Chokampatti—Sale for arrears—Reported ..	90
	1848.	
68	Collector's letter No. 72, dated 24th March 1848—Estate—Mannarkottai—Death of Zamindar ..	90
69	Collector's letter No. 131, dated 12th June 1848—Estate—Mannarkottai—Further report ..	91
	1849.	
70	Collector's letter No. 44, dated 26th February 1849—Estate—Paraiyur—Death of Zamindar ..	92
71	Collector's letter No. 98, dated 19th May 1849—Estate—General—Method of of succession to deceased Zamindaries ..	94
72	Collector's letter No. 166, dated 24th August 1849—Estate—Opinion of several Zamindars about succession—Reported ..	94
	1851.	
73	Collector's letter No. 150, dated 21st July 1851—Estate—Saptoor Zamin—Death of Zamindar ..	95
74	Collector's letter No. 175, dated 15th August 1851—Estate—General—Attachment for arrears of revenue ..	95
75	Collector's letter No. 196, dated 4th September 1851—Estates—Kadambur—Death of Zamindar ..	96
76	Collector's letter No. 210, dated 22nd September 1851—Estate—Saptoor—Further report ..	97
	1853.	
77	Collector's letter No. 32, dated 9th February 1853—Estate—Sevalpatti—Death of Zamindar ..	100
78	Collector's letter No. 132, dated 18th June 1853—Estate—Ettayapuram—Death of Zamindar ..	101
79	Collector's letter No. 133, dated 23rd June 1853—Estate—Saptoor—Claimants to Zamin ..	102

Serial number.		PAGE.
	1855.	
80	Collector's letter No. 174, dated 6th June 1855—Estate—Singampatti—Application for registering as minor Zamindar	104
81	Collector's letter No. 302, dated 8th October 1855—Estate—Sivagiri—Proposal to retain under Court's management	105
	1856.	
82	Collector's letter No. 369, dated 17th November 1856—Estate—Sivagiri—Proposal to retain under Court's management	106
83	Collector's letter No. 372, dated 19th November 1856—Estate—Sivagiri—Proposal to retain under Court's management	107
84	Collector's letter No. 380, dated 21st November 1856—Estate—Sivagiri—Proposal to retain under Court's Management	107
	1857.	
85	Collector's letter No. 12, dated 14th January 1857—Estate—Naduvakurichi Death of Zamindar	109
86	Collector's letter No. 3, dated 7th January 1857—Estate—Naduvakurichi—Death of Zamindar	111
87	Collector's letter No. 310, dated 5th October 1857—Estates—Kollapatti—Death of Zamindar	115
88	Collector's letter No. 349, dated 7th November 1857—Estates—Uthumalai—Putting the Zamindar in possession	116
	1858.	
89	Collector's letter No. 37, dated 23rd January 1858—Estate—Chokampatti—Application for restoration	117
90	Collector's letter No. 53, dated 2nd February 1858—Estate—Attankarai—Criminal conviction	118
91	Collector's letter No. 177, dated 13th May 1858—Estate—Kadambur—Death of Zamindarnee	119
92	Collector's letter No. 213, dated 28th June 1858—Estate—Nagalapuram—Mittadar—Death	119
93	Collector's letter No. 300, dated 30th August 1858—Estate—Kadambur—Death of Zamindarnee	120
94	Collector's letter No. 365, dated 6th November 1858—Estate—Kadambur—Death of Zamindarnee	125
	1866.	
95	Collector's letter No. 315, dated 13th August 1866—Estate—Maniachi—Irregularities—Reported	133
	1867.	
96	Collector's letter No. 79, dated 7th February 1867—Estate—Singampatti—Death of Zamindarnee	136
97	Collector's letter No. 508, dated 14th September 1867—Estate—Urkadu—Condition—Reported	139
	1868.	
98	Collector's letter No. 217, dated 7th May 1868—Estates—Maniyachi—Claimants	141
	1869.	
99	Collector's letter No. 67, dated 9th February 1869—Estate—Ettayapuram—Recognition as Zamindar	143
100	Collector's letter No. 356, dated 15th September 1869—Estate—Urkad—Retention of 2/5 share under Court's management proposals	144
	1870.	
101	Collector's letter No. 156, dated 16th April 1870—Estate—Maniyachi—Debts—Proposal for relief	146
	1872.	
102	Collector's letter No. 129, dated 11th April 1872—Estate—Sivagiri—Proposal to take into Court's control	148

No. 18.

To

THE PRESIDENT AND MEMBERS OF THE BOARD OF REVENUE,

FORT SAINT GEORGE.

GENTLEMEN,

Paragraph 1. With reference to my letter to your Board of the 22nd ultimo reporting the death of the Zemindar of Shevagherry, I have the honour to forward for your information and orders some further particulars on the subject of the Estate.

2. The late Zemindar was a female and on her death the eldest son succeeeds to the exclusion of his father the husband of the deceased Zemindar the son and heir is a lad about 17 years of age and in my opinion which is formed from frequently seeing him during the last 2 years he is quite incapable of managing the Estate at present.

3. During the lifetime of the Zemindar her husband has been the active manager in all matters connected with the Estate and through his means the arrangements for paying off the old balances have been made and without his assistance there is little prospect of the agreement being fulfilled.

4. The Zemindar being a minor the Estate must again come under circar management and in this case there is every reason to expect it will ever after remain so.

5. The son has proposed (of course at the instigation of his father) that the Estate should be put in the name and under the management of his father for 12 years the time allotted for the payment of the arrears after which period it is to revert to him.

6. The father is anxious that this arrangement should be sanctioned and offers to renew the securities for the payment of the balance in his own name and to perform all the items of the agreement entered into by the late Zemindar I have been particular in my enquiries from the son regarding this proposal and he assures me that at his desire it should be carried into effect, a copy and Translation of his Cabooleyat and the Moochilka given by his Father are forwarded for your Board's perusal and I beg to submit my opinion that the adoption of the proposed arrangement appears to me likely to be beneficial to all parties concerned.

I have the honour to be,

Gentlemen,

(Signed) I. BISHOP,

Sub-Collector in charge.

TINNEVELLY POODOOCOODY,

COLLECTOR'S OFFICE,

27th January 1836.

ENCLOSURE.

Translation.

To

THE COMPANY CIRCAR.

I Varakoonarama Pandia Chinnatombear, the eldest son of Varakoonarama Chinna Tombear Ranee Veerammal Nachear the deceased Zemindar of the Zemindary of Shevagherry do hereby execute on this 25th day of January 1836 this cowlyat, that is to say m[illegible] mother the said Zemindar while alive having made arrangement for paying the arrear[illegible] maining against the Zemindary and the current Peshcush according to the kists, gave [illegible] rity and deposited certain sums of money and entered into a muchalika with the [illegible] that effect and redeemed the Zemindary which has held under attachment in [illegible] of November 1835 and when she was paying the kists in fulfilment therof sh[illegible] ill and died having previously addressed an Urzee to the Huzzoor requesting th[illegible] rama Chenthuthe Caulapandia Chinnatombiar who is her husband and my [illegible] allowed to conduct the affairs of the Zemindary and that he may be [illegible] of the Estate considering that I who am heir to it, was underage and [illegible] I had also addressed an urzee to the Huzoor soliciting compliance w[illegible]

With reference to which I beg to repeat that I underage an[illegible] experienced nor have I any knowledge in the affairs of the village [illegible] the engagements of the Muchilka which the deceased Zemin[illegible]

entered into with the circar to pay off the arrears in 12 years. I therefore willingly gave my consent that my father Varagoonarama Senthuthee Caulay Pandian Chinnathombiar may be put in possession of the Zemindary during the 12 years in which the arrears should be paid that he may be allowed to conduct the affairs of the Zemindary until that period and pay off the arrears due to the Circar under the conditions of the Muchalika which he is to enter into and then to place me in possession of it and I accordingly agree that he should be placed in possession of the Zamindary during the abovementioned 12 years. Thus I do hereby execute this cowlyat with my own consent and will.

(Signed) Varagoonarama Pandia Chinnatambiar,

Taken before me the 25th January 1836.

(Signed) I. Bishop,
Sub-Collector.

(True translation)

Translation.

To

The COMPANY CIRCAR

I Varagoonarama Senthuthy Caulay Pandea Chinnatombear of Shevagherry do hereby execute this muchalika on this 25th day of January 1836 that is to say that Ranee Varakoonarama Pandea Chinnatombear Rani Veerammal Nachear the deceased Zemindar of the Zemindary of Shevagherry while alive, having made arrangements for paying off the arrears remaining against the Zemindary, gave security and entered into a muchalika with the Circar and redeemed the Zemindary which was held under attachment in the month of November 1835, and when she was paying the kists in fulfilment thereof she fell sick and consequently addressed an urzee to the Huzzoor, requesting that I might be allowed to conduct the affairs of the Zemindary and to place me in possession of it in consequence of her eldest son Varakoonarama Pandea Chinnatombear being under age and inexperienced to carry on the affairs of the Zemindary and the said Varakoonarama Pandia Chinnatombear is to enter into an agreement with the Circar giving his consent that I should be placed in possession of the Zemindary, and the affairs of the Zemindary conducted by me for 12 years during which period the arrears should be paid according to the Muchalika entered into by the Zemindar with the circar, that the arrears should be paid by me within the abovementioned period and that the Zemindary should be made over by me to Varakoonarama Pandia Chinnatombear the eldest son of the Zemindar. If he shall execute an agreement accordingly and if the Government will approve of it and place me in possession of it I shall immediately attend and get the money deposited by the said Varakoonapandea Chinnatombear Rani Veerammal Nachear on account of the arrears, entered in my name and give in my name the same security which she gave and enter into the Muchalika with the circar under the same conditions and conduct myself with care and punctuality consistently with the muchalika. Thus I do hereby execute this muchilka with my own consent.

(Signed) Varakoonarama Senthuthy Caulay Pandea Chinnatombear,

Taken before me this 25th January 1836.

(Signed) I. Bishop,
Sub-Collector.

(True translation)
(True copy)

No. 41.

PRESIDENT and MEMBERS of the BOARD of REVENUE,
Fort Saint George.

In reply to your letter of the 11th ultimo requiring the statement ... Boards Proceedings under date the 15th October 1835 to be ...ut delay, I have the honour to submit a statement prepared ...rm therewith sent of seven Zemindaries under attachment for ...enue.

2. As the Zemindary of Shevagherry under attachment to the end of Fusly 1244 has been subsequently released to the Zemindar under the authority of Government dated 1st May 1835 and the Zemindary of Chockumpattu although managed at present under the immediate superintendence of the circar, is a purchased estate of Government from November 1834, I have excluded them from the present statement the orders of your Board requiring me to furnish a statement of those Zemindaries under attachment for arrears.

3. This statement comprehends three several accounts viz., the Jummah collections and balance according to the Jamabandy Settlements made under attachment the account current of the collections and Disbursements, and the Demand collection and Balance of Peshcush payable by the Estate and is concluded to the end of Fusly 1244, the accounts of Fusly 1245 not being closed.

4. Under the head of arrears column 6 is included the amount of Balance due to the circar on account of Peshcush up to the date of attachment of the Fuslies prior to the one when the attachment was made the balance at the end of Fusly 1244 on account of the arrear for which the Zemindary was attached and the balance that accrued for the year in which the Zemindary was under the immediate management of the circar appear in column 26.

5. The interest due on account of the arrear for which the Zemindary was attached up to the day when the attachment took place is not known because prior to Fusly 1235, it is understood the Huzzoor Cutcherry did not keep any account of interest nor was interest demanded or collected column 7 is therefore left blank. The interest due from the time of the attachment to the end of Fusly 1244, calculated upon the sums which have not been paid on the day of the kist, is inserted in column 27.

6. The principal object for which this statement is required is to shew whether any cummatum lands, mocasas or ready money payment were allowed to the Zemindars during the time of the attachment but the heads provided in the statement to ascertain this information. I have been obliged to leave blank the causes of which I shall proceed to explain and I trust your Board will deem them satisfactory. The Zemindars of the Pollums under attachment have cummatum lands, (here called Punnays) in their estates, and under attachment they (the Zemindars) with one exception which I shall hereafter account for, have been allowed to enjoy the Coodewaram of their cummatum on all nanjah lands and of nunjamail Punjah, Vanpyre, and Punjah lands, they have enjoyed the surplus produce after paying the Teerwah fixed thereon in common with other ryots but as the total out-turn in Nunjamail punjah, Vanpyre and Poonja lands, is not known because ready money teerwahs have been levied on them, the surplus profit received by the Zemindars on those lands after paying the Teerwahs, cannot be ascertained and in the absence of this information the insertion in the statement of the item of Coodewaram in nunjah lands only would make an imperfect account of the income to the Zemindars derived from the cultivating share in their cummatum lands. The exception above alluded to is the estate of Auvoodiapuram, after the death of the former Zemindar which took place some time after the attachment of the Zemindary for arrears the succession to the estate was in dispute for many years, during which as no succession was named the whole produce of the cummatum lands including the ryots share for nunjah and surplus for nunjamail punjah Vanpyre, and Poonjah, etc., has been carried to the credit of the Estate. The court having decided in favour of one of the parties (disputing for the estate) in Fusly 1244, the cummatum Coodewarrum, etc., was allowed to him in that Fusly.

7. The Zemindars of the attached estates have no mocasee and Cuttoogootta villages, or Surva Manneem lands in their estates with the exception of the Zemindar of Talavancottah who has a Cutoogootha village named Dwaracapooram in the Talook of Shenkarninarcoil which pays to the circar annually Rupees 1272–11–7 this village has not been attached because it did not form part of the estate and consequently the average income derived therefrom to the holder is unknown. I am disposed to think the ready money collections from Nanjamail

Punjah, Vanpyre and Punjah lands of this village are sufficient to meet the Cuttoogoottah Beriz while the nunjah Mailwarem including the Proprietors Cummatum Coodewarum remains a profit to him, it is said may yield in a good year 1200 cottahs of grain or about 2400 or 2600 Rupees. The Zemindars of the attached estates receive no ready money allowances from the Circar.

(True copy)

TINNEVELLY–TUTICORIN, (Signed) R. EDEN,
COLLECTOR'S OFFICE, *Collector.*
5th *March* 1836.

No. 48.

To

THE PRESIDENT AND MEMBERS OF THE BOARD OF REVENUE,

FORT ST. GEORGE.

GENTLEMEN,

Para. 1. I have the honour to report the death of Marudanachiar the Ranee Zamindar of Talavancottah in this District on the 24th January 1836. She has left two sons the elder of whom is Ramaswami Talavan. He is nearly 9 years old, having been born on the 11th May 1827, and his minority will expire on the 10th May 1845 subsequent to the death of this Zemindar an arzee, dated 22nd January was received in her name to the effect that she wished the management of her estate to be given to her husband named Indren Ramaswamy Talavan who also on the 26th of that month addressed the Huzzoor praying compliance with his late wifes bequest a third communication was received at the same time throwing doubt on the genuineness of the deceased arzee which was from 2 persons Sangerlinga Tevan and Ramaswamya Pillai stating themselves to be the carbar and sumpredy of the late Zemindar and this report has been delayed till Indran Ramaswamy Talavan and the minor Zemindar should arrive at my cutchery and which only took place on the 5th instant after the completion of the funeral ceremonies. The authenticity of the deceased's arzee in favour of her husband for the management of the estate is extremely difficult to be correctly ascertained and even admitting its genuineness. He (Indren Ramaswamy) is a person of too indifferent a character to be deemed fit for that office, as the father however of the minor Zemindar. He would seem the natural guardian of his son, which capacity I imagine he may be allowed to exercise gratuitiously so long as he abstains from all internal interference with the affairs of the Zemindary, for the management of which I would beg to recommend Annanda Rao who is totally unconnected with any member of the family and has been in the public service for a period of upwards of 21 years.

2. The annual Peshcush of the Talavan cottah Zemindary is 2,000 rupees. It was first attached in February 1832 for arrears of Peshcush of fusly 1241 amounting to 700 rupees as reported to your Board under date the 4th of that month and has continued under management since that period. The present demand against the Estate amounts to Rs. 6,723–2–6 and the amount of interest due thereon to Rs. 2.290–5–3 in all to Rs. 9,013–7–9. The Chief resources of the deceased Zemindar appear to have been her catgootah village* named Daragapooram and her private farms in that village which were not attached as not forming a part of the Zemindary on which the balance had accummulated. By the death of the Zemindar the whole of her property of every description comes under the Superintendence of the Court of Wards and the cutgootah village and the private farms have therefore now been attached two statements shewing the assets of this estate as well as the amount of settlement in each year during the attachment and the demand collection and Balance against it on account of the Peshcush are submitted as its resources are now increased by the addition of the cutgootah village and

* The amount of cutgootah thereon is Rs. 1,272–11–7 per annum which has been punctually paid.

the private farms I have reason to suppose the amount of this arrear will be wholly realized.

		RS.	A.	P.
Peshcush balance for fusly 1241 ..	.. .. ..	2,602	9	3
1242 ..	.. .. ..	2,025	2	7
1243 ..	.. .. ..	17	12	6
1244 ..	.. .. ..	1,405	12	4
1245 up to February	.. .. ..	671	13	10
	Total ..	6,723	2	6
	Add interest thereon ..	2,290	5	3
		9,013	7	9

Within 2 or 3 years the charges for the subsistence of the minor have been estimated on a moderate scale at Rs. 38–9–8 per mensem or at Rs. 463–4–0 per annum an account particular of which together with a list of the establishment * deemed necessary for the future management of the Estate are herewith transmitted for sanction and I solicit your courts instructions for recognizing Ramaswamy Talavar (the deceased's eldest son) as minor Zemindar of Talavancottah and for keeping the estate under management during his minority.

I have the honour to be,

(Signed) R. EDEN,
Collector.

PUTTANAMUDOOR,
COLLECTOR'S OFFICE,
16*th March* 1836.

(True copy)

ENCLOSURES.

Account particular of charges proposed for the maintenance of Ramaswami Talavan the minor Zemindar of Talavancottah in the Province of Tinnevelly submitted for the sanction of the Court of Wards.

Items.	Total expense proposed per mensem.	Total expense proposed per annum.
1 Ramaswami Talaven the minor Zemindar.		
1 His wife Colalvoymolee Talavachee.		
1 His brother Valangapoolee Talavan.		
1 His father Ramaswami Taven.		
1 His greta grand-mother Selamboy Ammal.		
5 Total persons their maintenance.		

Per diem.	Value in cutty fan.
Rice	1
Curry stuffs	3/8
Betel and nut	3/8
Ghee	½
Oil	¼
Oil lamp	½
Total per diem ..	3

* Rs. 38 per mensem or Rs. 456 per annum.

Items.	Total expenses proposed per mensem. RS. A. P.	Total expenses proposed per annum. RS. A. P.
or per mensem 9 or	19 1 5	
Sibbendy monthly—		
1 Schoolmaster	9 8 9	
1 Waiting boy per mensem	1 1 0	
2 Servant maids	1 4 4	
1 Cook	1 4 4	
1 Mashalchee	1 4 4	
1 Steward	2 8 9	
2 Watching men	1 11 2	
1 Horsekeeper	0 13 7	
Total ..	38 9 8	463 4 0

Tinnevelly Puttanamurudoor 16th March 1836.

(Signed) R. Eden,
Collector.

(True copy)

Enclosure to letter No. 48.

List of establishment proposed for the management of the Estate of Ramaswamy Talavan the Minor Zemindar of Talavancottah in the province of Tinnevelly submitted for sanction of the Court of Wards.

Establishment.	Per mensem. RS. A. P.	Per annum. RS. A. P.
1 Ameen or manager	17 8 0	
1 Sumpredy	6 0 0	
2 Peons at three rupees each	6 0 0	
1 Tarufdar for the Superintendence of the Cutgoottah village	5 4 0	
1 Peon to the Tarufdar for Superintendence of the Cutgoottah village ..	2 12 0	
Total ..	37 8 0	
Saderwared	0 8 0	
	38 0 0	456 0 0

Tinnevelly Putetanamurudoor 16th March 1836.

(Signed) R. Eden,
Collector.

(True copy)

No. 114.

To

The PRESIDENT and MEMBERS of the BOARD of REVENUE,
Fort St. George.

Gentlemen,

With reference to the observations and instructions of your Board conveyed in the extract from your Proceedings under date the 4th April 1836 regarding the inexpediency under the circumstances therein adverted to of taking the Estate of Talavancottah into the management of the Court of Wards I have the honour to state that although the receipts during the greater part of the time the Estate was under attachment have not been such as to give a favourable impression of a Circar management, I was induced to expect a much better result for the future from the main difficulty hitherto to be contended with having ceased to exist by

the death of the Zemindar which in great measure freed the Circar Superintendence from undue and improper interference. The private farms and the Cuttoogoottah village which are productive but examined hitherto unattached necessarily fell into the management and the combined sources of the whole it was trusted would much contribute towards the gradual liquidation of the Peshcush balance. In these expectations I have not been disappointed. The resources have been in great part developed and successfully applied to the reduction of the accumulated balance so much so as to convince the parties concerned that there is sufficient means to meet in a very short time the present demand against the Estate and with an earnest desire to carry the Orders of Your Board into full effect I proceeded in person in the beginning of last month to Talavancottah. Indren Ramaswamy Talavan the father of the Minor appeared under the present good prospects willing or rather eager to undertake the management but having confessed his inability either to found security for the due payment of the current kists of Peshcush or for liquidating the arrears. He solicited that one Pandia Talavan who is a near relation of the late Zamindar and whose Daughter is married to the Minor might be joined with him in the future management of the Estate, I have already submitted my opinion regarding Indren Ramaswamy Talavan with whom alone I should deem any arrangement without absolute security unsatisfactory but joining him with Pandia Talavan a person of superior character as well as means materially alters the case particularly as Pandia Talaven is the father-in-law of the Minor and is therefore very nearly interested in the welfare of the Estate. Under this view of the case I have permitted Pandia Talavan and Indren Ramaswamy Talavan to enter into a Moochilka jointly and formally binding themselves to pay Rs. 6,051–4–8 (the whole amount of arrears of Peshcush to the end of fusly 1244) by 3 instalments, viz., 2,000 Rupees on the 15th July, 2,000 Rupees on the 31st July and Rs. 2,051–4–8 on the 20th August 1836 and also to pay the total amount of interest of rupees 2,524–13–1 in 5 years at the rate of 500 rupees a year from fusly 1246. They have paid the 2,000 rupees falling due on the 15th ultimo, while the Aumeen has been enabled to realise the demand of fusly 1245, or 2,800 Rupees in full besides the pay of sibbandy down to May 1836 and to contribute 2,035–3–9 towards the liquidation of the arrear this last sum was carried to the credit of the instalment due on the 31st ultimo so that there now remains virtually only Rs. 2,016–0–11 balance which the parties I have no doubt will discharge by the 25th instant as there are still some assets belonging to the Estate and also will finally enter into a Moochilka in the event of the charge being left to them to pay off the interest at the rate above specified and to hold themselves answerable if there shall ever appear to be grounds for believing that their management is not for the interest of the Minor. It does not seem to me to be indispensably requisite when the whole amount of arrear is discharged to call upon them to give security for the due payment of the future current kists of Peshcush as they might experience difficulty in so doing by being obliged to pay for security to some sowcar and on a failure the estate will be resumed or revert to the Circar management and Pandia Talavan may be considered sufficiently substantial to make good any default. The surplus collections of the Aumeen of Rupees 2,035–3–9 have reduced the actual arrear to 4,016–0–11 of which the sum of Rupees 2,000 already paid by Pandia Talaven and Indran Ramaswamy Talavan is held in deposit as the remainder or Rs. 2,016–0–11 will be when received from them until the receipt of your Boards Instructions on this communication under the circumstances above detailed and in consideration of the expenses attending the sibbendy charges (which will be saved to the minor) as well as of the risk of involving the Estate again in arrears under a Circar supervision I would certainly recommend the proposal of Pandia Talavan and Indren Ramaswamy Talavan to the favourable consideration of your Board.

TINNEVELLY–SHUNKERNINARCOIL
COLLECTOR'S OFFICE,

2nd August 1836.

(Signed) R. EDEN,
Collector.

(True copy)

No. 124.

To

THE PRESIDENT AND MEMBERS OF THE BOARD OF REVENUE,

FORT ST. GEORGE.

GENTLEMEN,

Chockumpatty being one of the 10 Pollams which Mr. Lushington did not assume or take the immediate management of, there is consequently no survey accounts of that estate among the records of this office I have therefore deemed it requisite a survey should be made and regular survey accounts prepared under the latitude given in para 1st. in extract from Minutes of Consultation under date 21st May last. To conduct the survey of this estate, I have employed a set of servants enumerated in the annexed list, and have the honour to request the sanction of Government may be obtained for the disbursement of Rs. 350 on that account. No classifications as far as I am able to judge at this time would seem to be necessary because in this estate, the rate of Teervah for Poonjah land is the same for all and every class or description of land in the same village, the rate of Teervah differing only for different villages and not for different descriptions of land, but as the survey must precede any classification (should a classification be deemed necessary hereafter) I have deemed it right to lose no time in commencing on it and shall conduct it in the same scale of measurement, as has been used in other Iyen Poonjah lands in the District.

I have the honour to be, etc.,

(Signed) R. EDEN,
Collector.

TINNEVELLY-TENCAUSEY
COLLECTOR'S OFFICE,
26*th August* 1836.
Duplicate sent.

ENCLOSURE.

	RS.	A.	P.
List of servants employed for the survey of the Chockampatti			
8 pairs on 16 surveyors at 5 Rs. each per month	80	0	0
2 Hindoovee Gomasthas to prepare the survey accounts in Hindoovee at 10 Rs. each	20	0	0
Total per month ...	100	0	0
For three months	300	0	0
Sauderwared, etc.	50	0	0
	350	0	0

(True copy)

No. 134.

To

THE PRESIDENT AND MEMBERS OF THE BOARD OF REVENUE,

FORT ST. GEORGE.

GENTLEMEN,

Para 1. I have the honour to report on the Estate of Auvoodiapuram in this District now under attachment and to submit for the consideration and orders of your Board a proposal made by Pooleesevanamah Tevan the Zemindar of this pollum, for the liquidation of the arrears at present outstanding against it.

2. The annual Peshcush on the Auvoodiapuram Estate is 4,445 Rupees and the total amount of demand outstanding at present is Rupees 12,508-2-9. The Zemindar proposes to pay down in ready money 7,786-13-9 and to discharge the remainder in three equal instalments in 3 years beginning from fusly 1246 together with the amount of the current Peshcush of every year, to tender security for the due performance of his engagement and finally to enter into a Muchilka

binding himself to be punctual or in failure of any part thereof to forfeit all that he has paid to the date of default and cheerfully to consent to Government proceedings against him for the recovery of the balance by distraint, etc., as provided for by the Regulations.

3. The peculiar circumstances under which this balance has accumulated and which I am about concisely to detail, will I think and hope induce your Board to receive this proposal favourably but to make an intelligible representation of those circumstances, to exhibit the substantial disadvantage this Estate has Laboured under, it is necessary, I should go back some years. From all the Records I can procure and which have been carefully explored and searched by me it appears that Poolee Cattapah Tevan who was the original and renouned Zemindar of the ancient and at one time celebrated Zemindar of Auvoodiapuram. He over-run this Province and was over thrown by Mohomed Issufkhan in A.D. 1764, was placed in arrest and died in confinement at Palamcottah in the year 1768 had one Daughter and two sons. The eldest was the Daughter by name comadeemootoo Talavachee the second a son called Poolee Chittaraputtera Tevan and the third, also a son named Poolee Sevanamah Tevan—Poolee Chittaraputhara Tevan succeeded his father in the management of the Zemindary but lived and died unmarried long before his death his brother Poolee Sevanamah Tevan died leaving an only daughter surviving him so that on the demise of Poolee Chittaraputtara Tevan which took place on the 26th June 1790, Comadeemootoo Talavachee succeeded him, the affiars of the Estate were exclusively managed by her husband Ramaswamy Tevan having no children during his life time, she adopted her brothers (the said Poolee Sevanamah Tevan) daughter and gave her in marriage to the present Maneeatchy Zemindar by whom she (the daughter) had one son the present Zemindar (Poolee Sevanamah Tevan) and died and Comdaee Mootoo Talavachee then adopted and willed the Estate to this son Comadee Mootoo Talavachee's husband Ramaswamy Tevan having died on the 24th September 1811 his brothers son Cuttapah Tevan immediately set up a claim to the Zemindary and thereby interrupted the peaceable management of the Estate by Comadeemoottoo who had then become unprotected old and infirm. She was however fully recognised as the Zemindar and continued in possession of the Pollum by Mr. Hephurn, (the then Collector) this Cuttapan persevered in his claims which he attempted to establish before the Zillah and appeal court, in both of which he was non suited. He neverthless continued to persecute comadee Mootoo during the remainder of her life time and after her demise which took place on the 19th December 1823 he disputed the succession of her adopted son (the Poolee Sevanamah Tevan) to the Estate whose title thereto was ordered to remain in abeyance until he substantiated it in a Civil Court; Poolee Seevanamah Tevan accordingly quitted the Estate and wandered about in prosecution of his claim which after many years having at last satisfactorily established before the Provincial Court with the decision of that Tribunal he only returned towards the end of 1834 whereupon he was recognised Zemindar of Auvoodiapuram under a sunned issued by me on the 18th December 1834 in pursuance of the Courts Precept and an Appeal by the said Cottappan against the last decision is now lying before the sudder Court of the result of which, the present Incumbent Pooleeseevananah Tevan is not unnaturally apprehensive.

4. It will plainly appear from the above narration that the Estate has been labouring under great disadvantages in the conflicting interests of the different claimants ever since the year 1811 to the present period and the consequence inevitably was the Zemindary frequently fell in arrears from that period (1811) and was some times held under attachment and some time released at different intervals during the life time of Comadeemootoo Talavachee immediately after whose demise in December 1823 it was again attached on account of a balance of Rupees 3,234–10–3 which was then outstanding and which has accumulated to the present demand at the commencement of the year. I sent for the Zemindar and strongly urged him to make every exertion for entering into some arrangement for the liquidation of the arrears. He seemed timid and undecided and after several interviews candidly stated he could not embrace my suggestions partly because

he is utterly devoid of means himself to pay off the demand and partly because he is apprehensive as to the result of his pending suit, viz., the appeal to the sudder by his opponent Cuttappah Tevan against the decision in his favour by the Provincial Court nor could he (the said) procure credit until this embarassment was cleared up, time however and frequent personal conference with him as he was several months at this Huzoor in which I spared no pains to inculcate on his mind the advantages of self management of his Estate at last succeeded and assisted by his father the Moneatchy Zemindar encouraged him to undertake to pay off the arrears in the manner above proposed.

5. The Avuoodiapooram Estate is situated in the Shunkerninarcoil Taluk which your Board are aware from my report on the land Revenue for that year suffered considerably in fusly 1244. The settlement of this Estate in fusly 1245 amounted however to—

Settlement of Avoodiapuram Estate for fusly 1245.

	RS.	A.	P.	RS.	A.	P.
Summan proceeds of Mailwaram Grain..	4,938	15	11			
Amount of ready money resources ..	2,296	4	4			
Total Iummah ..	7,235	4	3			
Collections.						
Current fasli	17,233	15	11			
Arrears.						
On account of fusly 1242	4	4	10			
On account of fusly 1243	235	1	2			
On account of fusly 1244	1,325	7	1	1,564	13	1
Deduct ..				8,798	13	0
Amount of sibbundy to the end of August last ..				624	8	0
Net amount of appropriated for the Peshcush.. ..				8,174	5	0

to Rupees 7,235–4–3 the whole of which with the exception of Rs. 1–4–4 together with Rupees 1,564–13–1 on account of the arrears of former fuslies making in all an aggregate sum of Rupees 8,798–13–0 has been fully collected as per particulars given in the margin and deducting therefrom the total amount of Sibbandy to the end of August of Rupees 624–8–4 the remainder or Rupees 8,174–5–0 has been as shewn below appropriated in the reduction of the current and arrears of the Peshcush balances.

Peshcush demand at the commencement of fusly 1245.

Iummah.

	RS.	A.	P.
Amount of arrears of former fuslies from 1229 to the end of fuslies 1244	16,237	7	9
Current Peshcush of fusly 1245	4,445	0	0
Total Iummah ..	20,682	7	

Collections.

	RS.	A.	P.	RS.	A.	P.
Current pescush of fusly 1245 in full ..	445	0	0			
Carried to the account of arrears ..	3,729	5	0			
				8,174	5	0
Net balance ..				12,508	2	9

6. This sum may now be properly pronounced the demand on account of arrears of Peshcush at present outstanding against the Auvoodiapooram Zemindary which is due on account of Old balances and stands as follows.

Amount of arrears due on account of—

Fusly	1229	945	0	0
,,	1231	1,540	0	0
,,	1232	247	1	11
,,	1233	2,704	7	11
,,	1234	256	14	4
,,	1235	844	4	10
,,	1238	2,439	8	10
,,	1241	2,790	11	5
,,	1242	740	1	6
	Total	12,508	2	9

7. To meet the above balance of Rupees 12,508–2–9 the Zemindar has in strict conformity to his proposal already actually paid down Rs. 7,786–13–9 which I beg to be clearly understood, has been received merely as a deposit in the Huzoor Treasury, to await the result of this communication to your Board and for the payment of the Net balance of Rupees 4,721–5–0 (Exclusive of Rupees 7,786–13–9 already deposited) in 3 years from fusly 1246 at the rate of 1,600 Rupees a year, the competency of the security tendered by him of one Terupalcadul Numbee Talavan of Teroocoorangoody has been ascertained.

8. Agreeably to section 8 Regulation 27 of 1802 Interest is chargeable on the arrears at 12 per cent compound interest which when calculated would amount to Rupees 16,899–10–1 this large sum the Zemindar urges is utterly beyond his ability to pay without deeply involving himself in extricable difficulty and destroying all prospect of his future punctuality and I must do him the justice to admit, this statement is perfectly well founded. Your Board will not fail to observe these arrears have accumulated on an Estate that has been the object of continued litigation among the different Members of the family for the last 25 years (unfortunately so still) under a Circar Management and that the present recognised Zemindar was only placed in possession in 1834 combined with my knowledge of his means and the exertions he has already made to release his Estate. It is in consideration of all these circumstances that induced me to recommend Poole Seevananah Tevan as a fit object for the liberality of Government in remitting to him the whole amount of interest due on the arrears when by acceeding to his present proposal two thirds of the Peshcush balances will be recovered at once and the remainder within 3 years.

(Signed) R. Eden,
Collector.

Tinnevelly–Tenkasi,
Collector's Office,
12*th September* 1836.

(True copy)

No. 149.

To

The PRESIDENT and MEMBERS of the BOARD of REVENUE,
Fort St. George, Madras.

Gentlemen,

1. In my letter to your Board of the 21st February 1835 I had the honour of bringing to your notice the balances outstanding against the Wootoomallay Zamindary, of forwarding an estimate for the repairs required to be made to that estate, and promised to submit my sentiments on the best method of recovering those arrears after I should again have had a personal interview with the Zamindar for whom I had sent. It would unnecessarily amplify this report to enter into the particulars of the Conference I had at that time and since with the

Zemindar and it seems sufficient to observe he was unable to offer even any arrangement that could possibly be deemed satisfactory or that could hold out any fair hopes that he would have it in his power to liquidate the heavy arrears that have accumulated since fasli 1217. The Zamindar however undertook to co-operate actively and to lend his whole influence in getting the repairs executed until which it was quite evident no fundamental improvement in the deteriorated resources of Uootoomallay could take place.

2. Before I proceed to inform your Board what has been done on this essential point (the repairs) I shall give a consise sketch of the particulars of this Zemindary comprising the result of a scrutiny into the Old accounts of the assets on which its permanent settlement was fixed the settlement for fasli 1245 and the causes which have for so many years reduced the resources of it so much below their natural level and after reporting on its present state I shall submit my sentiments on its future disposal.

3. The circumstance of three of the principal Sivagiri Zemindaries in this province having remained so long Chockampatty under attachment (especially Uootoomally) and the Uootoomalay amount of the heavy arrears of Peshcush which had accumulated on each of them could not of course escape my notice on my first joining the District of Tinnevelly in fasli 1242. My attention was naturally drawn thereto, and on the course first pursued by one which was neither more or less than what had been used and tried by all my predecessors for a series of years without effect, being found quite inadequate for the realization of the Government dues I was forcibly impressed with the necessity of adopting some measure which might bring the accummulated balances of those estates to speedy issue and with this view I assembled the Zamindars of Sivagiri, Chockumpatty and Wootoomallay soon after my return from leave of absence in fasli 1243 and fortunately succeeded in the satisfactory disposal of the Sivagiri Pollums Chockumputty and Wootoomallay then remaining to be dealt with, the Zemindars of which, continued unwilling or unable to come to any terms, and in many respects stood very much in the same position—Many reasons which your Board are aware of combined to make me recommend it as advisable that Chockumpatty should pass from the possession of the then Incumbent and it was subsequently under the Orders of Government disposed of by public sale.

4. These two estates Chockumputty and Wootoomallay are the two largest and principal Maravar Zamindaries in Tinnevelly intimately connected by caste, position, and relationship and I have considered it politically more expedient to allow Uootoomallay to remain undisturbed for a short time, than to agitate the subject where there always seemed to me no alternative but sales at least until the final resolution of Government regarding Chockumputty was made known and the excitement which always prevails more or less amongst the adherents of a large Hereditary estate on its assumption by Government should be allayed in some degree by habit and familiarity and I was confirmed in the expediency of this course by the conviction that no very extensive Improvement of the resources of Utoomallay could take place until its sources of Irrigation were put on a much more respectable footing to the accomplishment of which I have directed every attention.

5. The fact of so great a detereoration in the outturn of this Estate for so many consecutive years seemed to render it a matter of the utmost importance to institute a scrutiny into the accounts, etc., of the assets on which the permanent settlement was originally made and with this view the old accounts were anxiously sought for but at first without avail as the Management of the Tinnevelly Pollums was in early times under the Collector of Poligar Peshcush and of Ramnad " whose records of the Zemindaries placed under this Province do not seem to have been transferred with them except imperfectly. I have been consequently obliged to sift and explore the whole of my records with much labour and to seek for further informations by writing to the Principal Collector of Madura (where the Ramnad Papers are deposited) for copies of any that could be found and from those which I have succeeded in getting possession of, I shall endeavour to shew as

briefly and intelligibly as a very intricate subject will admit in what manner the permanent settlement of Wootoomallay seems to have been fixed and shall contrast the same with the outturn of late years and of fasli 1245.

6. The permanent settlement of the Uootoomallay Zemindary amounting to an annual Peshcush of Rs. 27,219–8–0 appears according to the best accounts forthcoming, to have been settled on an asset of 52,500 Rupees which sum Mr. Lushington pronounced * this Estate to be capable of yielding * Vide letter to the Board 30th September 1802, and although I see no reason whatever to dissent from the above Estimate of its resources in the aggregate (Viz., 52,500 Rs.) yet a very elaborate scrutiny into the Old accounts, convinces one and there exists a considerable discrepancy or clerical error in the estimate of the several items for arriving at that total and entered as derivable from the wet and dry lands respectively an abstract statement in Tamil another in Hindoovi and a 3rd purporting to be the Jamabandi of Uootoomallay for fasli 1212 all found among the records of this office while exhibiting the particulars relating to these assets contain the discrepancies I allude to. These three documents have been compiled by me into one statement where a comparison of the assets with the average produce of late years, is also exhibited and * forwarded with this report for the No. 1 information of your Board. The first abstract in Tamil above alluded to, which is headed to be "the estimated Beriz of each of the Pollums in Tinnevelly" gives no particulars it was evidently prepared in round numbers from the conengoe accounts to ascertain the sum that might be fixed for the Peshcush of the different Pollams and it exhibits the assets of Uootomalay simply at rupees * 52,500 but another abstract in Hinduvee contains particulars respecting the cultivation and produce and the apparent error I have mentioned in the Nunjah

* Viz.,

		RS.	A.	P.
Nunjah Beriz		40,113	14	2
Nunjah M. Punjah		2,065	0	0
	Total Nunjah ...	42,172	14	2
	Punjah ...	5,833	5	4
	Total land ...	48,012	3	6
		Add		
	Samardayam ...	4,487	12	6
		52,500	0	0

i.e., Revenue shewn in this (Hindoovi) abstract, where the extent of Nunjah under cultivation is entered at seed cottahs 2501 and the quantity of Melwaram thereof at 14761 cottah thereby exhibiting an average of c. Ml. M. 5-18-7½ per seed cottah which would appear an inordinately high rates for the standard of this Zemindary as it will subsequently be shewn it was never realized in any one of the years since the permanent settlement now which is a much better criterian in the year in which the permanent settlement was fixed. The same kind of discrepancy there seems some reason to believe exists in the distribution of the Revenues to be derived from Nunjah mail Punjah Vaupyre and Punjah but I have no means of developing it as the Hindoovee abstract does not give the extent of cultivation and the quantity of produce supposed to be derived from these lands yet it will be admitted there is some ground for this inference when I state this Hindoovee account exhibits the Punjah Beriz at 5,833–5–4 whilst the estimated Jamabandy of the same year in which these assets were determined by Mr. Lushington, viz., fasli 1212 shews the Punjah to have amounted to Rs. 15,142–5–4 and the actual settlement of Punjah in that year was at Rs. 14,226–7–7. It may also be shewn that the average amount of demand on that cultivation for the last 9 years or from fasli 1236 to 1244 has been as high as Rs. 7,242–11–9 so that the sum of Rs. 5,833–5–4. Entered in the Hindoovee abstract as the amount of the Punjah Bariz may be supposed to be as much too low the deficiency appears to have been made up in the Nunjah which is in that statement entered at Rs. 40,113–14–2 as the Nunjah

Beriz may be considered too high. By comparing this Hindoovee abstract with the estimated Jamabandy of fasli 1212 where the Nunjah is estimated only at Rs. 32,896–4–2 and the Punjah at Rs. 15,142–5–4 it would plainly appear that a large portion of the Punjah revenue as shewn in the estimated Jamabandy of 1212 must have been included in the Nunjah revenue in the Hindoovee abstract to exhibit it at Rs. 40,113–14–2 and the consequence has been an immoderately high rate of Mailwarem from and Estimated gross outturn which should have been distributed on 3,850 kottahs or the gross ayacut having been at some subsequent period mistaken for the actual outturn of 2501 seed cottahs then under cultivation.

7. My reasons for submitting an opinion that the average rate of Melwaram shown in the Hindoovee abstract of 5 18 7½ (C. Ml. M.) per seed cottah is inordinately high are that the land has never produced grain approaching that average for in fasli 1212 the same year the permanent settlement was fixed the Mailwaram amounted only to 3—17—3—13—6 per seed cottah, whilst the average of the last 9 years gives 3–0–7-9/16 and that the rates prevalent throughout the district are *in no case* as 5–18–7½ as will be seen from the marginal statement. In the best Agaput taluk, etc., in the villages in the borders of the Tambrapoorney river it does not exceed 5—6—7¼ per seed cottah and in the Sankarankoil and Tencasy taluks whose villages are contin-guous and intermixed with those of Wootoomalay the average is only 4—1—1½ and 4—11—4¼ per seed cottah and the latter taluk is situated immediately under the Hills. The entry of the average mailwaram at 5—18—7½ would therefore to have been either a clerical error or that the total nunjah and nunjah mail punjah assets amounting to Rs. 42,178–14–2 which should have been calculated on seed cottah 3,350 on the total ayacut have instead been errone-ously taken as if the accrued from seed cottah 25 of the extent which is stated to have been at that time under cultivation.

Melwaram per seed cottah in the Hinduveer abstract ..	5	18	7½
Jamabandi of fasli 1212 ..	3	17	3-3/16
Average of the last nine years	3	0	7-9/15

8. The rates of mailwaram of produce the price and of the Bariz assumed for the permanent settlement whether they are correct or otherwise not approximating even to those actually brought to account in the very year fasli 1212 in which those assets were assumed cannot be expected to correspond with the rates of subsequent years and they differ widely as shewn in the margin but for the causes I have shewn as they cannot be deemed to afford the means of a fair comparison which I am desirous of exhibiting in this Report of the present and former state of the Wootoomalay Zemindary I have therefore necessarily taken for this purpose, the actual outturn of fusly 1212 the year when the assets were fixed of which the aggregate sum total including the beriz of 6 manieum villages very nearly agrees with the gross amount of assets assumed by Mr. Lushington and therefore it may be considered as the best data and compared it with the average Zummah of this Margin :—

	Date of Melwarm por seed cottah.			Rate of price per seed cottah.			Rate of beriz per seed cottah.		
	C.RS.	A.	P.	C.RS.	A.	P.	C.RS.	A.	P.
As per Hindoovee abstract statement of the assets	5	18	7½	2	11	5¾	16	0	7½
As per actual zamabandi of fasli 1212 ..	3	17	3-13/16	2	9	3-7/16	9	14	2½
As per average settlement of the last nine years from fasli 1236 to 1244 ..	3	0	7-9/16	2	6	8-3/8	7	7	10¼
Decrease in 1212 below the assets	2	1	3-11/16	0	2	2-5/16	6	2	5
Decrease in the average below the assets	2	17	7-15/16	0	4	9-3/8	8	10	9¼

	RS.	A.	P.
Assets for permanent settlement assumed by Mr. Lushington exclusive of Sornadeyam	48,012	3	6
Actual outturn of fusly 1212	49,755	11	0

estate for the last 9 years from fusly 1236 to 1244 during which the Pollum has remained under attachment. The defalcation is mainly owing to the great decrease in the Nunjah cultivation of which an average of the last 9 years gives only seed cottahs 1216–2–4¾ being 55-13/16 per cent less than the extent under cultivation in fusly 1212 and producing thereby a heavy loss to the estate of rupees 15,179–12–5.

9. Having shewn by a comparison of the outturn of late years with the standard of fusly 1212. How much the estate of Uootoomallay has suffered in its principal resource I shall next proceed to notice a very important circumstance, which apparently unknown to this time has contributed also very considerably to reduce the means of the estate for liquidating its arrears and which has only transpired by the scrutiny now made into the old accounts. I allude to the alienation of 6 entire and best villages in Suruahmaniem to certain Pagodas and a choultry amounting annually to a round sum of 6,000 rupees agreeably to the ayacut, but according to the estimate at present formed thereof by experienced revenue officers they are considered to be more valuable I have carefully searched for and minutely examined the old accounts which profess to have been the ground work of the permanent settlement to gain every possible information on this head. In the Tamil abstract a column is opened immediately after the entry of the gross Summah of Rs. 52,500 for a deduction of village and summed Enams but that column is left blank so that the next column for the entry of the remaining amount of the Zummah after the deduction on account of the Maniem exhibits the same amount as before, Viz., Rs. 52,500 and it is to be observed that even this column opened for the deduction which is no where found out in this statement is only as the Head distinctly shews for the village and summed enams and not for the deduction of 6 villages above alluded to the natural inference seems to be no deduction was made though it seems fair to suppose somethings of the kind was intended from a column of the sort having been opened and this opinion seems corroborated by the considerations that no deduction could have been made in the details of the Revenue before summings up the gross assets, or otherwise a column for the deduction of manniems would not have been opened immediately after the column of gross Iummah. The Beriz of these villages and sunned Enams and of the 6 Surnamaniem villages amount according to the Jamabandy of 1212 to Rupees * 9,416–8–4 and Mr. Lushington in all his correspondence and in the accounts that accompanied them invariably mentioned that the assets of Wootoomalay were estimated at 52,500 Rupees from which if the Enams, amounting to Rs. 9,416–8–4 be excluded, would leave the assets at Rs. 43,083–7–8, only and it seems difficult to believe a permanent Peshcush of 27,219–8–0 would be fixed on the assets of that reduced sum. It would therefore appear certain that all the mannieums are included in the 52,500 Rupees and this question seems to me placed at rest by a statement I have been fortunate in very lately discovering among the records of this office. It is headed to be " allotment of kists for the proposed permanent Peshcush for the Pollams of Tinnevelly which have not been under assumption shewing the villages pledged for the payment of them. " It may be termed a complete schedule shewing the assets from which the Peshcush was to be discharged and which stands amenable if the Peshcush fell in arrear and in this statement when it comes to Ulootoomallay, a number of villages together with the amounts of revenue each of them ought to pay, are entered opposite the several kists falling due in each month of the year and thus pledging the whole

* As entered in the Zummabandy of fusly 1212.

	RS.	A.	P.
Beriz of village and sunned Enams ...	3,626	5	10
Beriz of 6 suruamaniem villages ...	5,790	2	6
	9,416	8	4

64 villages equalling Rs. 52,500 for the full payment of the total kists of the year. The 6 surnamaniem villages in question are distinctly entered among the 64 and no doubt can therefore now I think exist of their having been included in the assets of the estate. The foregoing remarks I solicit to be understood have reference solely to the accounts purporting to shew the assets of the permanent settlement, there are others shewing more in detail the Zummabandy of 1212 wherein deductions for each village were made on account of the village and sunned Enams which as already stated amounted to Rs. 2,626–5–10 but from all I have stated above, it seems clear no deduction for maniems or Enams of any kind was made at the time of computing the gross assets of the estate and I am disposed to think there is little doubt that the alienations though then in existence and known at the time as of long standing, were not taken notice of by Mr. Lushington under the impression that they (the alienations) formed part of the Zemindar's share or portion of the assets which the Zemindar might treat as he liked so long as the Peshcush continued to be punctually discharged but whenever he failed and became a complete defaulter as he is at present, it would seem intended that every village in the estate should be responsible for the liquidation of the Government dues, though for a period of upwards of 26 years during which this estate has been under attachment these alienations have continued to be misappropriated in great part by the Zemindar and his adherents to whose advantage there is little doubt they have largely contributed.

10. In reporting on the settlement of fusly 1245, I shall explain what has been done regarding these maniems.

11. I have been induced to enter at greater length than might otherwise seem desirable into the particulars of the assets on which the permanent settlement of Uoothoomallay was fixed, from my having deemed it highly desirable to elucidate and exhibit the resources of this Estate and endeavours to trace the causes of its deterioration and the result of the scrutiny I have made into the accounts establishes two very material points. 1st that the resources of Uootoomally have not been overrated by Mr. Lushington in the aggregate and 2ndly that a considerable portion of its revenues have been misappropriated in Maniams from the time it first came under attachment, which being brought to account will much increase its resources for the future.

12. Before reporting on the settlement of fasli 1245 I shall briefly state what progress has been made in the execution of the Marramut works in this estate during the year under review. The Nunjah irrigation of this estate is principally dependent on annicuts across the Chittar river, some of which throw water also into the Circar tanks whilst three called the Toovarungados Veeravunu and Aroonthavapratty anicut exclusively provide water to the Wootoomallay Tanks, these and many other material works are said to have been for years in a very dilapidated state, and fusly 1237 which your Board will recollect was a year when this province was flooded and the rivers came down with unexampled violence and rapidity completed their destruction. The annicuts were all more or less impaired or destroyed in that year and until I applied to your Board for sanction to lay out a sum of Rs. 7,383–6–7 in repairs the greater part of which was for masonry work to the annicuts, nothing towards putting those which may be termed exclusively the Uootoomallay annicuts, in a state of repairs had been done. This decayed condition of its watercourses has had the natural effect of converting a very large portion of what ought to be nunjah cultivation into nunjah mailpoonjah and whilst the permanent settlement was not fixed on less than 2,501 seed cottahs of nunjah the accounts shew the average quantity of that description of cultivation brought under cultivation from 3 fusly 1236 and 1244 does not exceed 1,216-2-4$\frac{3}{4}$.

13. I have had very considerable difficulties to surmount in accomplishing these repairs from a large portion of them being masonry mark and materials and stone hewers having to be collected and brought from a distance, but though they could not be commenced on the masonry works till after the rains of last season. I have much pleasure in stating the three annicuts abovementioned as well as the other works have been put in a complete state of repair and that out of

Rs. 7,383–6–7 sanctioned, works to the amount of Rs. 6,347–11–11 have been completed from which the cultivation of the current year will very materially benefit under an ordinary good season and the sources of irrigation generally of Uootoomallay may now be considered to have been placed in a very efficient condition.

14. There is an increase of seed cottahs 418–15–7¼ in the nunjah cultivation of fusly 1245 over that of the preceeding year which is occasioned by the repairs that were completed up to March last or the end of the season for this cultivation but this increase considerable as it is as regards the extent of cultivation will not as it is natural to expect, produce a corresponding increase in the amounts of the nunjah settlement which amounts to Rs. 9,760–5–3 exceeding the beriz of last year only in the trifling sum of Rupees 280–11–11 which is owing to a deminished produce and comparatively very low prices both of which much fell off this year the former by C. 1 M. 10 M. 7 58/64 per seed cottah and the latter by Rs. 0–4–7 50/64 per cottah of grain below those prevalent in fusly 1244, but in either case much explanation is unnecessary as both these causes, have been extensively felt throughout the District in fusly 1245 want of rain at a seasonable time for an abundant crop is the cause of low produce and an unusually large increase in the produce of all kinds of dry grain has operated to keep down the prices of paddy generally in fusly 1245, otherwise the grain produce and the amount of Bariz of Uootoomallay would have been in this year considerably more than those given in the margin every attention was paid by me towards preventing the frauds incident to harvesting in aumany as well as in effecting a correct and fair division of the crops to obtain which I resorted to every means in my power by deputing persons from the Huzoor from time to time by sending my Naib Sheristadar into the Estate and by visiting the principal villages in person the whole of the Mailwaram grain amounting to 4,403 cottahs was disposed of (whilst it was in good quality and condition) to the best advantage considering the current prices and the proceeds realized within the fusly year.

Settlement of 1245—extent of nunja cultivation :—

Fasli 1244 ..	— 1,192	8	¼
,, 1245 ..	1,611	3	7½
Increase ..	418	15	7¼

Nunjah beriz—

Fasli 1244	9,479	9	4
,, 1245	9,760	5	3
Increase ..	280	11	11

Average produced per seed cottah—

	C.	M.	M.
Fasli 1244	8	2	2-3/8
,, 1245	6	3	2-30/64
Decrease ..	1	19	7-58/64

Average rate of price per cottah—

Fasli 1244	2	8	1-18/64
,, 1245	2	3	5½
Decrease ..	0	4	7-50/64

15. The decrease of seed cottahs 544–6–⅞ in the extent of nunjah mail poonjah brought under cultivation this year is owing chief to an increase in the nunjah.

Cultivation.	SC.	M.	M.
Fusly 1244	1,956	12	⅜
Fusly 1245	1,412	5	7½
Decrease ...	544	6	⅞

16. The Poonjah was cultivated in fusly 1245 in excess of the preceding year by seed cottahs 144–12–2 and its settlement during the year needs no particular elucidations.

Poonjah cultivation.	SC.	M.	M.
Fusly 1244	505	13	7½
Fusly 1245	650	5	1½
Increase ...	144	12	2

17. At a time when a great improvement in the Inam and maniam outturn of this estate may reasonably be expected with the co-operation of the inhabitants it seemed to me particularly to show every consideration and caution towards the

village and sunned Enams as although neither these nor the survah Maniems were deducted from the assets of the permanent settlement as already distinctly shewn above, the village and sunned Enams were not withstanding specially mentioned in the Zamabandy accounts of fusly 1212. They were deducted from the Demand of that year and were allowed to the incumbents, the greatest part of them are Enams of Mantamagars, Curnams and other village servants or in other words emoluments for services actually performed in the several villages and the withholding any such at present would very materially affect the efficient management of the villages and produce discontent amongst a class of persons from whose exertions much good is likely to be derived, and on these considerations I trust your Board will think I have exercised a judicious discrimination in having allowed the Enams of all village servants precisely as they were enjoyed up to the last fusly and without any reference to 1212 that is to say whether they had such service Enam or not in that year (as it appeared some of them had no Enams in fusly 1212) but regarding other descriptions of village and sunned Enams such as have been paid to Bramins, Muttums and Temples, etc., I thought it proper to be guided in allowing them this year by the deductions that were made on this account in fusly 1212 and discontinued all such which had not been allowed at that time. From the 6 Survah Manniem Villages never having been under circar management it is extremely difficult to arrive at any thing like a correct estimate of the outturn after the produce had been removed but for fusly 1245 they were estimated by the Curnams accounts at 4,034–1–8 (they were probably much underated) which if added would give a gross Immah for 1245 of Rs. 28,935–13–3 but as their resources had been fully appropriated as before I became aware of the impropriety of the continuance of the alienation there appeared little or no utility in carrying them to account for 1245, as the money could not be collected they were therefore necessarily excluded for this year but I thought it my duty (with the information I have detailed in my possession) to direct them to be assumed and orders have been issued to collect the revenue thereof on account of the circar for fusly 1246. This has been done pending this reference to your Board and should you approve of this measure and the course adopted by me I would beg to suggest as a measure of liberality and good policy that in consideration of these alienations being of very old standing, a provisions should be made for maintaining the Institutions by allowing one-fourth of the yearly produce to be appropriated for this purpose, which if sanctioned by your Board can in communication with the people be rendered into some fixed allowance satisfactory to all parties concerned.

18. After deductions on account of the maniems the net Zummah of all branches of revenue in Wootoomallay which were brought to account amounted in fusly 1245 to Rs. 24,901–11–7 shewing a small increase above 1244 of Rs. 825–6–2 of the demand, Rs. 15,503–12–8 were collected within the fusly and the remainder or Rs. 9,397–14–11 was reduced to the end of September last to Rs. 4,894–12–5 which is in the course of payment a sum of Rs. 6,668–9–2 was also collected on account of arrears of settlement of former fuslies whereby the gross collections to the 30 September become equal to Rs. 26,675–8–4 but deducting therefrom the large sum of Rs. 8,922–12–9 (which includes 5,600 for Marramut disbursed during the year on account of Sibbandy, marramut, and advance for cultivation for fusly 1246 as per particulars given in margin a balance of Rupees 17,752–11–7 only is left to be appropriated to the current and arrears of Peshcush in the manner hereunder specified it is however to be remarked that the large sum of 7,600 Rs. disbursed for marramat from the collections of fuslis 1244 and 1245 have materially decreased.

Margin :—The Settlement of Wootoomallay Zemindary—

	RS.	A.	P.
Fusly 1244	24,076	5	5
„ **1245**	24,901	11	7
Increase ..	825	6	2

				RS.	A.	P.
Collections—						
Demand ..				24,901	11	7
Collections within the fusly ..				15,503	12	8
				9,397	14	11
Subsequent collections to the end of September 1836.				4,503	2	6
Balance ..				4,894	12	5
Gross collections to 30th September 1836—						
Current ..				20,006	15	2
	RS.	A.	P.			
Arrears—						
Fusly 1243 ..	129	8	11			
„ 1244 ..	6,539	0	3			
				6,668	9	2
Total gross collections ..				26,675	8	4
Deduct—						
Sibbendy paid ..	3,300	3	10			
Amount disbursed for maramat ..	5,600	12	7			
Advance for cultivation ..	21	12	4			
				8,922	12	9
Net amount appropriated for the Peshcush ..				17,752	11	7

---

decreased the resources which would otherwise have gone to the liquidation of the respective Peshcush of these years the benefit of which sacrifice will be felt materially from the current fusly.

	RS.	A.	P.	RS.	A.	P.
Peschcush demand at the commencement of fusly 1245 Iummah—						
Amount of arrears from fusly 1217 to 1235 ..	58,069	6	9	..		
Amount of arrears from 1236 to 1244 the period of the last attachment.	93,431	3	10	..		
				1,51,500	10	7
Add—						
Amount of the current Peshcush of fusly 1245. ..				27,219	8	0
Total Iummah				1,78,720	2	7

	RS.	A.	P.	RS.	A.	P.	RS.	A.	P.
Collections to 30th September 1836 carried to account current.	..			..		..	14,181	9	3
Arrears—									
Fusli 1243 ..	129	8	11	..		..	..		
Fusli 1244 ..	3,441	9	5	..		..	..		
				3,571	2	4	17,752	11	7

this sum stands accumulated since fusli 1217 of which the particulars are given in the margin.

Margin :—Net balance Rs. 1,60,967-7-0.

Particulars of arrears.

	RS.	A.	P.		RS.	A.	P.
Fusli 1217	10,229	3	4	Fusli 1236	4,372	2	9
,, 1219	68	5	8	,, 1237 ..	3,267	6	0
,, 1220	2,893	6	10	,, 1238	7,903	4	2
,, 1221	983	8	2	,, 1239	8,009	6	6
,, 1222	11,196	0	6	,, 1240	11,117	8	1
,, 1223	5,966	14	5	,, 1241	17,895	8	2
,, 1225	8,700	10	10	,, 1242	15,413	11	4
,, 1226	5,684	14	5	,, 1243	11,061	7	3
,, 1227	4,193	8	10	,, 1244	10,809	11	3
,, 1228	4,681	6	11				
,, 1229	11	7	9		89,860	1	6
,, 1235	3,461	15	1	Fusli 1245	13,037	14	9
Total ..	58,069	6	9		1,02,898	0	3
				Grand total ..	1,60,967	7	0

which is only to be accounted for by the vexation and oppression they receive at the hands of the Zamindar and his adherents and which renders them apprehensive of making exertions the fruits of which are generally much diminshed by his (the Zemindar) exactions. They however finally entered into a Pyer (cultivation) Moochilkas to extend the cultivation of the current year to an estimated beriz of 37,000 Rs. independent of the surva Maniem villages, and to afford them every assistance for acting up to their agreements and to derive every possible advantage from the present improved state of the Watercourses I have taken on myself the responsibility, that the favourable and proper time might not elapse, of advancing Rs. 2,873 as Iuceance for distribution among the poorest and most deserving class of ryots which I trust your Board will approve and sanction.

20. At this critical time it also seemed to me a matter of great importance to place in the management of Uootoomallay a native of a higher order than the late Ammeen and in prosecution of this view I have succeeded in getting Dava Row, a very able man and the subject of your Boards proceedings under date 10th March 1836 para. 5 to accept the situation I would however strongly recommend that I may be allowed to make some trifling alterations in the detail of the Mayenzabitah proposed by Mr. Monro on the 19th July 1826 in the manner shewn in the margin—

Establishment last sanctioned.	Amount of monthly pay. RS.	A.	P.	Establishment now proposed.	Proposed amount of monthly pay. RS.	A.	P.
In the Pollams 5 monigars at Rs. 5-4-0 each.	26	4	0	4 Monigars at Rs. 5 each	20	0	0
1 Curnam	6	0	0	13 Curnams at Rs. 3 each. (for Curnams, Shroffs and Tundalkars)	39	0	0
15 Curnams at Rs. 3-8-0 each.	58	8	0				
5 Shroffs at Rs. 2-10-0 each.	13	2	0				
8 Tundalkars Rs. 2-1-11 each.	16	15	4				
Total ..	114	13	4		59	0	0
Aummens cutchery—							
1 Aumeen	28	0	0	1 Tahsildar	60	0	0
1 Hindoovimani	14	0	0	1 Tamiluaviss	14	0	0
1 Tamil Gumastah ..	8	12	0	1 Hindoovimaniss ..	10	0	0
1 Do. do. ..	7	0	0	Do. gumastah ..	10	0	0
1 Roysum	8	12	0	1 Sumpretty	9	0	0

Establishment last sanctioned.

	Amount of monthly pay. Rs.	A.	P.
1 Shroff	5	4	0
1 Head peon	4	6	0
7 Peons at Rs. 3 and 8 annas each.	24	8	0
1 Massalche	2	10	0
Total ..	103	4	0
Sawderwared expenses ..	7	0	0
Grand total ..	225	1	4

Establishment now proposed.

	Proposed amount of monthly pay. Rs.	A.	P.
1 Roysum	7	0	0
1 Shroff	5	0	0
1 Shroff gumastah ..	2	8	0
1 Duffadar	5	0	0
10 Peons	30	0	0
7 Peons at Rs. 2–8–0 each.	17	8	0
1 Massalche	2	8	0
Total ..	172	8	0
Sawderwared	6	0	0
Grand total ..	237	8	0
Deduct amount as per last sanction ..	225	1	4
Net increase ..	12	6	8

and which it will be seen causes only a small increase of Rs. 12–6–8 per mensem a measure in my opinion so calculated to render the establishment more efficient that I shall venture to carry into effect pending this reference for the Board's permission.

21. The estimate of the maramat works executed in this Zamindary which was first proposed by me and received the sanction of your Board amounted to Rs. 7,383–6–7 but the acting Civil Engineer having subsequently inspected those works in person revised and increased the estimate to Rs. 7,600–12–7 of which Rs. 2,000 were disbursed in fusly 1244 and Rs. 5,600–12–7 in 1245 and I solicit the sanction of your Board for the difference on the increase upon the first estimate of Rs. 217–6–0.

22. Mr. Drury in his letter to the Board of the 7th January 1832 having given an account under what causes this estate has been under Zuft at different times and which comprizes a period of 26 years out of 32 since the permanent settlement, I have considered it unnecessary to enlarge further on these points and it now therefore only remains for me to submit my sentiment on the future disposal of this Zemindary. Every step having now been taken to raise Wootoomallay from its depressed condition it is in my opinion imperatively necessary that it should be followed up by the Zemindary being separated from it as early as a period as possible as there can exist no doubt his presence in the Zamindary and connection with it operates as a substantial bar to earn the desire of Improvement and will neutralize and impair to a great degree the good effects of all that has been done the difficulties incidental to a Zuft management of an Hereditary estate under any circumstances are too well known to require being expatiated on but when to the Ordinary Drawbacks are added the Zemindar and his adherents being resident on the estate and who have succeeded in a course of years in getting the best land in each village into their own hands under the designation of Punnay or private forms those difficulties are very considerably enhanced the feudal feeling that exists in an old Estate always operates powerfully to prevent the Inhabitants from complaining and seeking redress but there is no doubt the Zemindar and his adherents are widely disliked and feared by the peaceable part of the community and that this feeling has much contributed to its long impoverishment. This estate cannot be expected to rise to its intrinsic value at once, but I hope I have clearly shewed the estimate of its resources made by Mr. Lushington is not overrated and I am sanguine in being able to show by the outturn of the current year a very considerable improvement, so long however as the Zamindar is connected with it in any

shape, that connection cannot fail to operate as a retarding and material obstacle to a better order of things and until the Zamindary becomes definitely the property of Government I am unable to state that any effort on my part will induce the inhabitants to exert themselves to the same degree as they would do in that event Wootoomallay is considered by the best Revenue officers to be a very valuable estate it is well worth to Government anything within the balance outstanding on it and however reluctant I always feel to recommend any old Hereditary estate for sale, after having given the subject long and mature consideration I am confident there is no alternative in this case and this opinion is in unison with that of my predecessors. I would therefore beg to recommend it may be advertised and sold at an early period and that I be instructed to purchase it for Government for any sum short of the arrears now due.

Vide letter to the Board 1st August 1816.
To letter to the Board 22nd May 1817.
To letter to the Board 20th October 1819.
To letter to the Board 14th March 1821.
To letter to the Board 18th December 1828.

TINNEVELLY-TENCAUSY — I have the honour to be, etc.,

COLLECTOR'S OFFICE,
14*th October* 1836.

(Signed) R. EDEN,
Collector.

(True copy)

No. 179.

To

THE PRESIDENT AND MEMBERS OF THE BOARD OF REVENUE,
FORT ST. GEORGE.

GENTLEMEN,

Para. 1. I have the honour to report for the information and orders of the Board, the following cases of the Poligars, pensions wherein it has lately been discovered the original incumbents have severally died some time past and the Pension continued from the casualties not having been made known to Hussoor.

2. It appears from the Records of this office—Pensioned Zamindar of Colarpatty that in consequence of the Zamindar of Colarpatty by name Calangadacundappah Naig having in concert with four * others, leagued with the Poligar of Panjalamcuruchy in carrying war against the Poligat of Shivagherry and of his disobedient and rebellious conduct towards the Government, the Zamindary of Colarpatty was in conjunction with the other four Estates, sequestered in the year 1799 and the whole five were subsequently disposed of by public auctions. The Zemindar of Colarputty was allowed monthly a pension of 105 rupees whilst the other members of this family received 10 Cully panams or Rs. 2–1–11¼ per diem making in all Rs. 168–10–2 per mensem. The payment of this pension commenced in October 1799 but I am unable to trace the original sanction of Government or find any correspondence showing in what terms this allowance was originally granted nor does a list of the names and number of persons that the Poligar's family then consisted of seem to have been produced so as to enable this office to discover any casualities among the same as will be seen from the enclosed copies of Mr. Cotton's letter to the Collector of Madura and of that Gentleman's reply—subsequently however to the receipt of the negative answer of the Collector of Madura, a list of the members of the family was taken by Mr. Cotton, on the dictation of the Zamindar's Vakeel showing that the monthly allowance of 10 Cully panams was divided among 26 persons.

* The Zemindar of Yaittayapuram, Pannay Nagalapuram, Kadulgoody and Colattoor.

To the Collector of Madura, 27th February 1817.

From the Collector of Madura, 23rd March 1817.

3. In consequence of the new pension rules * requiring no pension to be paid except on the personal appearance of the pensioner it has been ascertained that Calingadacondappah Naig, the Original Incumbent in this case is not in existence and that he died as long ago as in October 1831 but that the Vakeel has continued to draw the allowance as usual, without having made any report of the death of his client. On enquiry the parties concerned and the Vakeel plead ignorance of the pension being restricted to the deposed poligar or of the necessity of reporting his demise to the Hussoor and urge though the total amount may be entered in the accounts under two different heads of family and personal allowance the 168 Rupees was received monthly and appropriated without any such *distinction* for the maintenance of the whole family from the beginning whilst the servants of the Treasury who make the disbursement state that as payment of all Poligar Pensions was upon special orders made to the Poligar's Vakeels on their (the Vakeels) receipts, they have never had an opportunity of ascertaining any casualities that might take place among them (the Poligar pensioners).

* Dated 22nd December 1835. Published in *Fort St. George Gazette*, dated 3rd February 1836. No. 450—page 73.

4. Although the general indent monthly sent to the Treasury for the payment of the pensions invariably contains an injunction written at the foot of it, to number every pensioner and thereon only to make the disbursements, etc., I find that out of consideration to the rank and customs of the Poligars in general and of those who were deposed and pensioned residing in their own villages at a considerable distance from the Huzzoor station, an exception to the general rule was ordered in favour of this description of pensioners who have been specially exempted from appearing in person and permitted to draw their dues from the Hussoor Treasury through their Vakeels. Soon after the transfer in July 1808 of the Tinnevelly Pollums from the Collectorate of Ramnad to that of this province or in September 1808 Mr. Hapburn issued a Takeed to the cash-keeper directing him to pay the pensions of the Zemindars of Colarputty, Yellayerumpannay, Nagalapuram, and Colathoor through their Vakeels whose names were respectively specified in that order and in consequence of an order subsequent (dated 4th December 1826) sent to the Treasury directing the personal appearance of the Pensioners and payment to be made into their own hands, on their vouchers being examined and found correct, the cash-keeper represented the Poligar pensioners (dated 12th December 1826) had no vouchers of any kind in their possession on which he was directed to examine them according to the monthly list send to the Treasury from the Huzzoor (dated 12th December 1826) and to pay the pension into each person's hand. The Cash-keeper again replied (dated 18th January 1827) the Poligar pensioners were not in the habit of appearing in person but drew their pensions through their Vakeels and solicited further instructions; when, on the 24th January 1827 this officer was directed to pay the pensions to all the Vakeels who had filed their Vakalatnamahs with more special reference however to the case in question it seems that in March 1831 an order was sent to the Treasury to the effect that (dated 4th March 1831) the Collarpatty Zamindar having represented he had changed his Vakeel on account of Old Age and had appointed in his stead one Kistniengar to whom he wished his pensions to be paid, the cash-keeper was to pay the pension to him accordingly and from that time Kistniengar has continued to draw it. Copies of the above order, of the Arzee dated 18th January and of the Takeed dated 24th January 1827 are herewith forwarded.

5. It would be most natural to seek for information regarding these pensions at the time of their transfer from Ramnad to Tinnevelly in 1808 but I have before shown none can be found in this Office or at Madura and under these circumstances I request the instructions of your Board as to the future disposal of the pension in question. From the enquiries I have made I have ascertained there is a widow of the late Zamindar's son, 2 Grandsons, a Grand daughter and great grandson (not included in Mr. Cotton's list) who are left entirely dependent on the Bounty of Government and I would beg to recommend $\frac{1}{3}$ of the pension of 105 Rupees originally granted to Calungandooconduppah Naig be continued to be paid to his Eldest Grandson as the Head of the family, on the condition of his supporting the above persons.

6. Aundoocondah Mooloosawmy Venneyan having been, whole Zemindar of Yaillayeram Pannay concerned in the Poligar rebellion in 1799, was banished to Penang and an allowance of Rupees 82–11–8 per mensem was given to his family. He afterwards returned to Madras and while there in charge of the Superintendent of Police received a monthly stipend of 6 pagodas or 21 rupees for the support of himself and servant. He subsequently on the recommendation of Mr. Hudletton came to reside in this province by permission of Government * and for a short time received the same stipend towards the end of 1822 this person petitioned for an increased allowance on the ground of his numerous family and Mr. Huddleton having submitted his application, Government were pleased to sanction an addition of Rs. 64–14–6 to the monthly pension previously received by him and his family making a total amount of pension of Rs. 168–10–2 per mensem the aggregate sum of which was ordered by Mr. Huddleston to be paid " to him and his family " and the payment thereof has continued to be made in this shape from the Treasury to the Vakeel of the Incumbent under the orders quoted in the Colarpatty case. It has now been ascertained the Ex-Zemindar or Original pensioner Aundoocondah Mootoosawmy Vanneyan died in January 1835 and on perusal of Mr. Secretary Hill's letter to your Board dated 21st March 1823 it is not quite clear whether the whole amount of the pension or Rs. 168–10–2 per mensem is to be continued to the deceased's family, the Increase seems to have been granted on the grounds of their being very numerous. The late Incumbent has left a son and four Grandchildren, without any other means than what Government may think proper to allow them. I have however under the circumstances above stated deemed it expedient to order the suspension of the payment of the additional grant of the Rs. 64–14–6 as also the 21 Rupees from September last but to continue the original family pension of Rs. 82–11–8 and shall wait the orders of your Board on the subject.

Pensioned Zemindar of Yaillayerempannay.

* To the Secretary to Government. 15th August 1821.

From the Secretary to Government. 31st December 1821.

From the Superintendent of Police. 1st October 1821.

To the Government, 17th December 1822.
From Board, 6th February 1823.
To Board, 23rd February 1823.
From Board, 24th March 1823, enclosing Government letter, dated 31st March 1823.

Pensioned Zamindar.

7. Veeracuniah Seeroomally Naicken the original proprietor of Cadulgoody was one of those Poligars of Cadulgoody whose estates was also sequestered in 1799 it appears that the Zamindar absconded soon after the rebellion and lived (with all his family) at Shivagangah and after his death that the family returned to this District, when the mother of the Zamindar applied to Mr. Lushington for a stipend who directed the Zamindar of Mailmanday to allow the family 15 Chuckrums monthly for their support this was ordered by that Gentleman in consideration of the Cadulgoody Estate having been given him on a reduced Peshcush (the Mailmanday Zemindar) as a reward for his good conduct during the Poligar disturbance. The Mailmanday Zemindar allowed the 15 chuckrams for a few years but discontinued the payment of it afterwards which was complained of, by the mother, to Mr. Kinlock the then Collector of Ramnad who seems to have been unable to do anything for her about this time the mother died leaving Nullapah Seroomally Naicken, her Grandson or the legitimate son of the original Zemindar and the rest of the family totally unprovided for. In 1817 the said son Nullappah Seroomally Naicken petitioned Government for a maintenance which was through your Board transmitted under date 20th November 1817 to this office for report, when Mr. Cotton in a letter dated 19th January 1818 bringing the whole of the above circumstances to the notice of the Board, submitted a list of the Zemindar's family (which then consisted of 18 persons) and

In Mr. Hills's letter to the Board, 12th November 1817.

recommended the grant of the same amount of 15 chuckrams monthly for the support of them. The Government were pleased to sanction the 15 chuckrams or Pagodas 9, fs. 4, c. 7 per mensem as pension to Seroomally Naicken for the period of his life, on the condition of his supporting the rest of the family.'' It is also stated in the letter of Government to the Board conveying the above sanction, that "It will be proper that any claim which the surviving members of the family may possess to a renewal of the pension, in the event of Seroomally Naicken's death, should be then submitted to the consideration of the Government.'' This was communicated to the Collector in your Secretary's letter of the 30th April 1818.

P.	fs.	C		RS.	A.	P.
9	4	7	or	31	13	1

24th April 1818.

With enclosures to the Chief Secretary to Government, 30th March 1818.

From Mr. Secy. Hill, 24th April 1818.

8. The payment of Ps. 9, fs. 4, c. 7 per mensem was made from this Treasury commencing on the 24th of April 1818, the date of the Government sanction under an order issued by Mr. Cotton to the Cash Keeper dated 3rd June 1818. In 1820 on a complaint from the first wife of the Original Zamindar that Seroomally Naicken did not support her, the pension was distributed by Mr. Young among the members of the family after a reference to the Hindoo Law Officer by which it was ordered Seroomally Naicken was to receive pagodas 3, 4 fs. 7 c. whilst the others were to get 6 pagodas, but according to a subsequent arrangement 1½ pagodas was given to a cousin Vadamalay Swamy Naicken and ¾ of a pagoda to the first wife of Caunthemathe Ammaul and the rest of 6¾ pagodas to Seroomally Naicken for the support of himself and his immediate connexions. The Vakeels have continued to draw the allowances as in the former cases but it now appears that Seroomally Naicken died in June 1835 and the casuality having remained unknown until lately elicited from the Vakeel the pension was not discontinued till April last. I beg leave to enclose a list showing the present state of this family which consists of 9 members and beg leave to recommend their case to the favourable consideration of Government.

9. In conclusion I beg leave to observe, I have had great difficulty in procuring the information herein submitted which arises, from the Poligar pensions having from the commencement been paid to the Vakeels of the parties and the pensioners themselves never having been in communication with the Officers of Government but always residing in the most secluded state generally close to the Ramnad frontier, in some of the petty estates that comprehend the whole of the part of the district, with which the officers of Government have comparatively little Intercourses.

TINNEVELLY COLLECTOR'S OFFICE,
19th November 1836.

(Signed) ———,
Collector.

(True copy)

No. 196.

To

THE PRESIDENT AND MEMBERS OF THE BOARD OF REVENUE,
FORT ST. GEORGE.

GENTLEMEN,

I have the honour to acknowledge the receipt of the extract from the proceedings of the Board under date 24th October 1836 transmitting copy of extract from the Minutes of Consultation and of your Board's Letter to Government respecting the proposal of the Avudayapuram Zamindar for liquidating the peshcush balance due on that estate and to state that on his arrival at the Hussoor where I had requested him to repair that the orders of Government on his proposal might be communicated to him Pooleeseevananah Tevar (the Zamindar) with a due sense of the very indulgent consideration shown him by the Government expresses his earnest desire that the estate may be released to his management and has presented, an address stating his readiness and ability to pay 1,000 Rupees a year on account

of the arrear with the current peshcush which amounts to 4,445 Rupees and at the same time offers his father Chockatalavan the Zamindar of Maneeachee to be security for the due payment of the whole amount of 5,445 Rupees renewing that security annually. The Zamindar is extremely desirous the Zamindari should be released to his management chiefly on the ground that the estate is unable to support a zuft establishment that can do justice to it and as the arrangement now proposed offers undeniable security for the Circar arrears and is not only unobjectionable but in my opinion very desirable in every other respect. I have deemed right to submit the same for the consideration and orders of the Board.

I have the honour to be,

Sir,

TINNEVELLY, TUTICORIN,
19*th December* 1836.

(Signed) ————,
Collector.

Translation of Urzee respectfully addressed to R. Eden, Esquire, Collector of Tinnevelly by Pooleeseevananah Thevar, Zamindar of Auvoodiapuram Zamindary.

On the death in Fașli 1233 of my mother Ranee Gomadeemootoo Talavachi or the Zamindar of the said Zamindary, the inheritance of that estate had by right decended to me, but in consequence of Cuttapah Thevan who hold no pretensions to the Pollam, having raised vain objections, the keys and other property that were then in my possession together with the Zamindary were taken under Circar Zuft, and an order was issued that I should quit the house and that the Zemindary shall be delivered over to such person who shall produce a decree from the Court According to order a suit was instituted in the Madura Zillah Court and in the Provincial Court and decrees were passed in both these courts in my favour. Agreeably to those decisions and also agreeably to your Honour's orders I took possession of my Zamindary in Fasli 1244 and in Fasli 1245 I asserted myself much towards the increase of the cultivation consequently an excess in the revenue to the amount of 2,000 Rupees was effected deducting this surplus from the total Balance there remains up to Fasli 1245 an arrear amounting to about Rs. 12,000 and odd and all that I had lately proposed to your honour towards the liquidation of this Balance, your honour was pleased to communicate to the Board who were also pleased to submit them to Government, your honour subsequently sent for me and personally informed me of what the Government and the Board have with every indulgence and kind consideration towards my prosperity, ordered in reply to your communication to them which orders I have gratefully accepted as good advice, but from my not having been resident in the Estate from Fusly 1233 to Fusly 1244—there has accrued a defaulcation in the produce to which the sibbendy expenses of the Aumeen establishment being added has caused the accumulation of the balance which at present stands against the Estate and if the Zemindary be still continued under attachment the Aumeen will not care whether the balance is reduced or not nor is he interested in it—besides as the present season is precarious. I apprehend a falling off in the revenue of the Estate for the present fusly 1246, thus if a loss of produce is to occur and the expenses of the Aumeen be added to it, the balance is naturally likely to increase when I shall loose all chance of ever enjoying my Estate, I therefore beg you will have compassion on me by giving up the Interest, and to allow me to pay the principal which amounts to Rs. 12,000 and odd at the rate of 1,000 Rupees each year together with the amount of the current Peshcush of every year and also to take security from me annually and I am ready accordingly to pay the Peshcush of the present fusly amounting to Rupees 4,445 and also 1,000 Rupees on account of the balance making all 5,445 Rupees and I shall give Chockatalaven the Zamindar of Maneatchee as my security for the due fulfilment of my engagement you will be pleased to accept this offer, excuse the Interest, and restore the Zemindary to my management for which kindness I shall ever pray.

(Signed) POOLESEEVANANAH TEVAN,

(True translation)

No. 197 Forwarding monthly return under Regulation IX.

No. 198 Forwarding Register of petitions for November 1836.

(Signed) ———,
Collector.

(True copy)

No. 2.

To

THE PRESIDENT AND MEMBERS OF THE BOARD OF REVENUE,
FORT ST. GEORGE.

GENTLEMEN,

I have the honour to report on the Polliput of Nadoovacoorechy, the only remaining Estate in this District attached for arrears not already reported on.

In March last, I sent for the Zamindar to take into consideration what arrangements he had it in his power to make for the liquidations of the arrears, or in failure thereof to devise with him the best means for the future efficient management of his Estate by the Circar pointing out to him that in the latter case he must be fully aware his temporary removal from the Estate and residing at a distance from it was a preliminary and indispensable step. The annual Peishcush of Nadoovacoorichy is Rs. 3,059 and it was attached for arrears in fusly 1239, and from that time to the present, a balance of Rs. 10,570–1–3 has accumulated on it. The Zamindar urged the causes of the balances were a 1st succession of bad seasons and 2nd that he had sustained a loss by the established mode of assessing the Poonja Land of which his Estate mostly consisted having been departed from and altered by order of the Collector. The soil both in the nanjah and poonjah of the Shunkeranainarkoil taluk is notoriously the worst in the Tinnevelly District. Its rate of assessment compared with the other taluks show it to be so, and in the worst part of that taluk is situated the Nadoovaoccruchi estate. From the reports on the Land Revenue Your Board are aware that a considerable part of the remissions granted in late years have been to this taluk and there is no doubt Nodoovacoorichi has suffered very severely in all its resources from adverse seasons. In July 1240 the Aumeen addressed an urge to the Collector representing that the established mode of assessing the Poonjah land of this estate which was on the number of Gokes or pairs of bullocks possessed by each cultivator without reference to the quantity of land he cultivated, operated as a great hardship and impoverished the Estate and suggested that in future all the poonjah land should be assessed according to the quantity of land cultivated and on the 24th September 1836 it seems an order was issued directing him to carry his suggestions into effect. The examination of the accounts which I have made leads in however to believe the introduction of the new system could not under any circumstances have effected the Revenue of the Estate to any extent and for other reasons I am disposed to attach little importance to this innovation as having contributed to diminish the resources of Nadaovacoorchy. The effect of the Permanent Settlement generally and in this province in particular has been to introduce and cherish a strong feudal feeling between the inhabitants and Zamindar, who are accustomed to look up to him on all occasions not merely as the resident land holder but as their chief without whose concurrence and authority the most trifling thing is not to be done—where this feeling prevails to the extent it does in Tinnevelly, it is evident an attachment can be little more than nominal, wherever a Zamindar is resident on his Estate and a zuft aumeen in this state of things, is precluded from undertaking the actual management of the Estate, which continues more or less against every effort that can be made to the contrary to be conducted through the instrumentality of the Zamindar. Under these circumstances, it seems abundantly clear, any innovation regarding the Poonjah Terwahs either originated with the Zamindar or most with his full concurrence, though it would probably have been more prudent to have made an alteration until his concurrence had been expressed in writing—it seems

very doubtful whether he has in reality ever regarded the changes as disadvantageous to his interests or he would have objected to it at the time or since, which he has never done till lately. The encumbrances of the Estate may in point of fact be ascribed to a succession of bad seasons, to the mismanagement of the Zamindar, who supine and improvident has allowed its resources to be made away with by his adherents and to the Estate being more highly assessed in proportion to the very few advantages it possessed, than any other Polliput in this District. In support of this latter opinion in a statement prepared by Mr. Lushington furnished to the Board under date 31st January 1800 I find written in that Gentleman's hand writing opposite Nadoovacoorchy "The Poligar of Nadoovacoorchy suffers much by the proclamations. He can bear no increase and has not yet paid his first kist."

The Zamindar at first made an offer to pay down in ready money 5,800 Rupees and to give security for liquidating the balance that would then remain by annual instalments of 700 Rupees together with the current kists and these terms solicited the Zamindary might be released him. I however subsequently ascertained the Zamindar possessed little or no means himself and that he could only act up to this proposal by borrowing the money and mortgaging the Estate to the parties from whom he procured it (the money) which would probably eventually embarass him so much as to end in his losing the Estate and on those grounds thought proper to withhold any recommendation to an arrangement which seemed to me a doubtful one as far as the interests of the Zamindar were concerned.

The Zamindar's father-in-law who is a man of fair character is the manager of the Maniatchee Zamindari and considered to possess some means, has since come forward to assist in getting the Estate released and the Zamindar has made a proposal (Copy and Translation of which is enclosed) to give security for the payment of Rs. 1000 of the arrears annually (beginning with the current fusly) as well as for the current kists and solicits the Estate may be released to him on those terms.

This arrangement appears to me in every shape worthy of consideration. The Nadoovacoorchy Estate is notoriously a highly assessed one and it possesses very few advantages or capabilities. It is doubtful whether any system of management by the circar can be introduced by which the outstanding balance would be realized in less than 10 years, whilst by acceding to the Zamindar's proposal the balance will be realized to Government within that period the current kists will be guaranted and the Estate will be preserved in an old family. For these reasons I am disposed to recommend it strongly to the Board's consideration.

I have the honour to be, etc.,

(Signed) ———,
Collector.

TINNEVELLY-TIRUCHENDUR,
COLLECTOR'S OFFICE,
2nd January 1837.

Translation of an Urzee respectfully addressed to R. Eden Esquire, Collector Tinnevelly by Cootalataver, the Zamindar of Nadoovacoorchy.

I request permission to propose to pay off the old balance outstanding against my Zamindary, by giving from the current year 1836 or fusly 1246, 1000 Rupees every year. The Peshcush kists amount to 3059 Rupees per annum adding thereto the payment of the annual instalment of 1000 rupees on account of the arrear makes 4059 Rupees for which amount I am ready to name Teroopacadul Numbee Talavan of Teeroocoorangudy in Calacaud Talook to become security. Please to accept his security and to have the compassion to take off the attachment from my Estate.

(Signed) Cootalataven, Zamindar of Nadoovacoorchy.

9th December 1836.

(True translation)

(Signed) R. EDEN,
Collector.

(True copy)

No. 49.

To

The PRESIDENT and MEMBERS of the BOARD of REVENUE,

Fort St. George.

Gentlemen,

I have the honour to enclose translation of an Urzee addressed by the Zamindar of Shevagherry requesting that a cowle Istimrar may be made out for his Estate, and furnished him in place of that originally granted, which is explained in the Urzee, has been destroyed, it appears from the records that the Cowl Istimrars formerly sent to this Collectorate were distributed by Mr. Lushington, and a report made to the Board of Revenue in a letter dated 29th August 1803. A petition on this subject was formerly preferred and bears an endorsement dated 26th March 1832, directing petitioner to address, which he has now done, and as the records of the Board or Government will probably contain copy of the Cowl Istimrar originally granted the request of the Zamindar is submitted for consideration.

I have, etc.,

Tinnevelly–Tiruchendur,
5th April 1837.

(Signed) J. Bishop,
Sub-Collector in charge.

Translation of an Urzee addressed to the Sub-Collector in charge of Tinnevelly by Varagoona Rama Senthattee Cala Pandia Chinnatambear, Zemindar of Shevagherry, dated 9th Pangoony of Aund 1012, corresponding with the 20th March 1837.

Having received possession of the Takeed addressed to my late wife Varagoona Rama Pandia Vhinnatumbee Raunie Veerumma Natchear by Mr. Mellor the late Sub-Collector in charge, giving cover to a Petition presented by her to the Board, and which bears an endorsement, I have read it and understood the contents thereof. On the settlement of Pechcush for my Zemindary, the Honourable Company have given a Cowl Istimrar, which had been carefully preserved, but when the late Collector Mr. Drury held his cutcherry at Tencausey the above document accompanied by a certain decree of the Munsif's Court, was forwarded to him by my Vakeel, Sevendalingam Pillai, for the purpose of settling matters regarding the attachment of the Villages of Chinnecolum and Meenatcheepoorum belonging to my Zemindary, and certain boundary disputes, the above documents were kept by the Vakeel in leackey thatched house during his stay at Tencausey and in consequence of a heavy fall of rain they were soaked and destroyed. The fragment of the destroyed Istimrar with the Board's seal attached thereto together with the Petitions bearing the endorsement of the Board on the subject of renewal are herewith transmitted and you will, on inspection thereof, be pleased to represent the circumstance to the Board, and to procure for me an Istimrar in lieu of the destroyed one.

(Signed) Varagoona Rama Senthutty Cala Pandia Chinnatumbyyar.

(A true translation)

(Signed) J. Bishop,
Sub-Collector in charge.

(True copy)

No. 75.

To

The PRESIDENT and MEMBERS of the BOARD of REVENUE,

Fort St. George.

Gentlemen,

With reference to the extract from the Proceedings of your Board dated 19th January 1837, I have the honour to forward herewith copy and translation of a Moochilka executed by the present proprietor of the auvoodiapoorum Zemindary

in this District (with copy and translation of the security given in his behalf) binding himself to pay annually 1000 Rupees on account of the balance of arrear outstanding against the Estate, with the Current Peshcush, which amounts to Rupees 4445 per annum, commencing from fusly 1246, a portion of the stipulated amount of arrear in accordance with his engagement has been paid into the treasury together with him Monthly kists for March and April last.

I have, etc.,

TINNEVELLY–POODOOCOODY,
22nd May 1837.

(Signed) I. BISHOP,
Sub-Collector in charge.

Translation of security Bond executed to the Circar by Chokathalavar Zemindar of Maneachee under date the 24th March 1837.

Pooley sevagnanatheven Zemindar of auvoodiapoorum having been required to give security for the discharge of the Peshcush of his Zemindary of Rupees 4445 for fusly 1246 and of Rupees 1000 which he has engaged also to pay on account of the old balance outstanding against it making a total of Rupees 5445 has requested me to stand security for him consequently I do hereby bind myself responsible for the payment of the money according to the kistbundy as specified in the Moochilicah executed by him to the Circar and in default I will make good the payment. In the event of my failing to do so Yalayerumpunnay Zemindary which I give in security being attached to my Zemindary shall be seized with it's whole estate and sold by public auction according to Regulation in satisfaction of the balance due by him, and it shall be made over to the purchaser under the same Peshcush as is now fixed thereon.

(Signed) Chockathalaven, Zemindar of Maneeachee.

Witnesses—

(Signed) Chockalinga pillay, Cusbah meerassidar, of Shunkernacoil Talook.

(,,) Nawgamiru Meerassidar of Vayaley.

(,,) Vidhpooreyien Meerassidar of carascolum.

(,,) Sunkarnaroinapillay No. Curnam of Vawkacolum.

Translation of a Moochilcah given by Pooley Shevagnanathevan, Zemindar of Auvoodiapoorum dated 5th April 1837.

That the said Zemindary which has been the subject of long dispute having come to my possession a few days ago, and being unable to get it released from zuft and at the same time to discharge the full amount of balance due on it. I have addressed an Urzee to Government on the 29th November 1836 stating that I will discharge the above balance at the rate of 1000 Rupees per annum along with the current Peshcush—that I will give security for the fulfilment of this engagement renewing the same every year and that I will engage the Zemindar of Maneatchi to be security for me for the payment of peshcush of Rupees 5445 including Rupees 1000 on account of the old balance for the current fusly. The Government have been pleased to direct that the proposal should be accepted and acted up to whereupon I produced the Zemindar of Maneatchy to give security for me who having tendered his Zemindary Yalayerumpunnay as security for the due discharge of Rupees 5445 being the amount of Peshcush, of Rupees 4445 for the current fusly and of Rupees 1000 on account of the old balance of Rupees 12508–2–9 which I have agreed to pay by instalments from fusly 1246 to the middle of fusly 1258 being 12½ years the attachment on my Zemindary has been removed and I do hereby engage not only to discharge the amount of Rupees 1000 on account of the old balance and of the Peshcush of Rupees 4445 making a total of Rs. 5445 for the current fusly but will also pay the same amount

punctually for the ensuing fuslies or from fusly 1247 to the middle of fusly 1258 according to the Monthly kists as hereunder shewn giving at the same time competent security every year.

—	Amount of Pescush per annum.	Amount to be paid annually on account of old balance.	Total amount per annum.
	Rs.4445.	Rs. 1000.	Rs. 5445.
	RS.	RS.	RS.
15th December	350	100	450
15th January	595	150	745
15th February	700	150	850
15th March	700	150	850
15th April	700	150	850
15th May	700	150	850
15th June	700	150	850
		Total Rupees ..	5,445

In this manner I will discharge the amount of Rupees Five Thousand four hundred and forty five according to the above mentioned terms, and in the event of any of my kist falling in arrears, it shall be considered that I have failed in my engagement and the whole amount of such kists as may have been paid up to that time both on account of the Peshcush and of the old balance shall be forfeited as a fine, and my Zemindary shall be disposed of by public auction should the proceeds of the sale thereof not answer the full demand against it, and a balance be still remaining the property of the security in my behalf shall also be seized and sold by outcry in satisfaction of such balance. The interest hitherto accumulated on the old balance amounts Rs. 16,000 for the payment of which I am unable to make any settlement.

Thus I execute this Moochilcah.

(Signed) Sevagnanah Thevan.

Witnesses.

(Signed) Rawmien, Curnam of Nenmaley.

(,,) Parathasey Rawmien of Do.

(True copy)

No. 89.

To

THE PRESIDENT AND MEMBERS OF THE BOARD OF REVENUE,

FORT ST. GEORGE.

GENTLEMEN,

Para 1. I have the honour to acknowledge the receipt of your Deputy Secretary's letter dated 5th instant signifying that the Right Honourable the Governor in Council had been pleased to resolve that Valungapooly Thaven Ex Zamindar of Chokkampatty shall be released on such security for his good conduct as may be fairly demanded from him with reference to his ability and present condition in life and requesting my opinion to what amount the security should be limited etc.

2. The Zamindar of Chockamputty has always ranked as the first Marawar chief in this province and is connected nearly or remotely with all the other Frudataries of that caste, the Zamindars of Wootoomally, Nadoovacoorchy, Sorunday, Talavancottah, etc., it is difficult perhaps to estimate with precision how far his ability may extend to enter into security, but there can be no doubt. He would experience little or no difficulty in entering into a personal recognizance of 10000 Rupees for his future good conduct. I mention this sum not that I think it would prove any very considerable restraint on him but as what may fairly be

demanded with reference to his ability and present condition and my opinion is founded on the extent of his Punnay lands (private farms) and other means at his disposal.

3. As regards the intention of Government to assign a pension for the future maintenance of Valangy Pooly Thaven and his family subject only to the condition that he shall consent to reside beyond the limits of his former estate, it is necessary to observe his nearest relations consisting of his wife, his son and his two wives—his wife's sister and aunt and her younger daughter who live together as one family and regard Valangypooly Thaven with great dread will immediately on the Ex Zamindar's return seek security out of the Estate in some of the Circar villages and as Valangypooly Thaven's release will deprive them of their present means of support, which during his absence have been derived from the proceeds of his private farms, some provision independant of the ex-Zamindar will be required for their maintenance. 105 Rupees a month or 1260 Rupees per annum is the lowest rate at which their subsistence can be rated and this sum I would propose should be paid monthly to Caroonaliah Valanghypooly Thaven (the ex-Zamindar's son) on condition of his supporting the other members of the family above mentioned.

4. The papers forwarded with my letter to the Board under date the 20th September 1834 will have given Government some insight into the character of Valanghypooly Taven to the catalogue of his other offences there touched upon must I fear be added the Murder of his own sister and of a man named Manicka-vasagam which is alleged to have taken place a few months before his apprehension. It will naturally suggest itself how these charges are supported in the absence of evidence—to prove them—to this I reply that they are matter of notoriety but took place in his own premises, in his own estate and in the presence only of some of his devoted followers and it unfortunately happens that the only persons who can establish them are his own family or his close adherents. On two several occasions it has been resolved to divulge all the circumstances connected with these enormities but the parties have been and are restrained from doing so, partly from the uncertainty of a conviction before the courts and the apprehension of his revenge in the event of failure and from the Wootoomallay and other Marawar Zamindars having exerted themselves to suppress any information or evidence being elicited that might lead to his conviction which they consider would reflect disgrace on themselves and family.

5. In the first paragraph I have mentioned my reasons for thinking that the Ex Zamindar will find no difficulty in entering into a personal recognizance of 10,000 Rupees for his good conduct but such security would afford very little hold on a man of his character unless it was accompanied by the collateral securities of some of the respectable land holders being bound for him in a like sum and the respectable land holders are not the class of persons with whom he is connected, the security however, of the Wootoomallay Zamindar would be preferable to none—adverting to the character of the Ex Zamindar, the well founded dread, he is held in, in his former estate as well as the surrounding country, I am certainly of opinion there is no pecuniary sacrifice too great to procure his consent to a residence out of the District if it can be effected. His private farms have paid to Government a commuted average annual beriz of about 3,000 rupees and the advantage he derives from them may be fairly estimated at about 3/5 of that sum. His consent to reside at Trichinopoly or Madura would I conceive be cheaply procured by an addition thereto of a pension of even 200 rupees per mensem subject to that condition and when it is recollected that this former Zamindary valued at the time of fixing the Peshcush at 70,000 Rupees was purchased by Government for 8,000 Rupees. This proposal will not seem inordinate if it can be rendered the means of effecting so desirable object.

6. It will not fail to occur to the Board that in dispossessing an old hereditary Zamindar of his estate, we severed the strongest hold we had on his good conduct. Even in possession however the whole career of Valanghypooly Taven has evinced him to have been as reckless of his own as of the lives of others and it seems to me matter for the grave consideration of Government how far it would be politically

expedient or prudent compatibly with the peace and tranquility of this province to release the ex-Zamindar without the most ample security for his future conduct.

TINNEVELLY, TENCAUSEY,
27th June 1837.

I have, etc.,
(Signed) R. EDEN,
Collector.

(True copy)

No. 112.

To

THE PRESIDENT AND MEMBERS OF THE BOARD OF REVENUE,
FORT ST. GEORGE.

GENTLEMEN,

I have the honour to acknowledge the receipt of your Secretary's letter of the 12th June 1837 and to state that agreeably to the instructions therein contained Poolee Seevananah Taven has been made acquainted with the nature of the terms upon which he has been permitted to hold the Zamindari of Avoodiapooram and a fresh Muchilcah drawn out in the spirit of the orders of Government dated 16th January 1837 has been taken from him. No alteration appears necessary to be made in the security already taken which is equal to Pooleeseevanana Taven's engagements without reference to the eventual recovery of the demand by the sale of the land and which Pooleeseevanana Taven binds himself to renew annually.

I have, etc.,
(Signed) R. EDEN,
Collector.

TINNEVELLY, TENCAUSY,
12th August 1837.

(True copy)

No. 137.

To

THE PRESIDENT AND MEMBERS OF THE BOARD OF REVENUE,
FORT ST. GEORGE.

GENTLEMEN,

I have the honour to acknowledge the receipt of your Secretary's letter of 8th June last giving cover to copies of correspondence between the Board and Government relative to certain Poligar Pensions paid from this Treasury and agreeably to the orders therein contained, to forward the enclosed two lists exhibiting the surviving members of the families of the dispossessed Poligars Colarpatty and Yalayerumpannay contrasted with those which had been procured in Mr. Collector Cotton's time, and lodged in the office. These lists have been received from the representatives of those Poligars through their respective Vakeels, and with a view of ascertaining the correctness thereof they have been referred to the test of the Zamindar of Yettiapoorum who after making the necessary enquiry corroborates the correctness of the lists with the exception of the individuals therein marked as "dead." The consolidated allowance of Rupees 116–2–2 recommended by the Board to be granted to each of the families in question seems adequate for their support.

In conformity with the sanction of Government the payment of pension of Rupees 31–13–1 per mensem, with arrears from the date of its discontinuance, has been made to Veeracanya Seroomala Naicken (not to Vadamalasamy Naicken as stated in the minutes of consultation dated 27th May 1837, who is only his cousin) the legal son of Seroomala Naicken the original grantee, on condition of his supporting the whole of the family as enumerated in the list *already submitted* in Mr. Eden's letter to the Board of 19th November 1835.

I have, etc.,
(Signed) I. BISHOP,
Sub-Collector in charge.

TINNEVELLY
COLLECTOR'S OFFICE,
7th October 1837.

(True copy)

Statement showing in our view as per Tamil and Hindoori abstracts the assets on which the permanent settlement was fixed, the estimated and actual jamabandy of fasly 1212 exhibited in comparison with the average settlement from fasly 1236 to 1244 under attachment of the Wootoomally zamindary in the province of Tinnevelly.

Items.	Nunjah. Ayacut after deducting waste.	Nunjah. Extent of consul.	Nunjah. Mail warum grain.	Nunjah. Average mail warum per seed cottah.	Nunjah. Average price per cottah grain.	Nunjah. Average Bariz per seed cottah.	Nunjah. Bariz.	Nunjah mail punjah and Vampyr. Nunjah mail punjah. Land cultivated.	Nunjah mail punjah. Average rate of teerva per seed cottah.	Nunjah mail punjah. Bariz.	Vampyr. Land cultivated.	Vampyr. Average rate of teerva per seed cottah.	Vampyr. Bariz.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
							RS. A. P.			RS. A. P.			RS. A. P.
Tamil abstract statement	..	..	..	..	..	..	40,113 14 2	..	..	2,065 0 0	..	..	..
Hindoo abstract statement	3,681 16 1 1/8	2,501 0 0	14,761 0 0	5 18 ½	2 11 5¾	16 0 ¼	40,113 14 2	..	..	2,065 0 0	..	..	..
Estimated jamabandy of fasly 1212—													
On land cultivated in fasly 1212	..	2,982 8 1-7/8	..	..	..	11 0 5¾	32,896 4 2	..	..	..	..	..	..
On land laying waste in	..	867 13 2-3/8	..	..	..	10 7 11¾	9,108 14 0	..	..	..	..	..	..
Total ..	3,850 0 4¼	3,850 0 4¼	..	..	..	10 14 6¾	42,005 2 2	..	..	..	..	..	..
Actual jamabandy of fasly 1212—													
Iyru	..	2,353 12 2	9,449 8 7¼	4 0 2½	2 9 5/8	10 7 0	24,345 6 5	425 16 4	9 14 7-26/64	4,221 0 4	42 10 4	27 9 6	172 10 2
Six maniem villages.	..	397 12 4¾	1,093 17 3¼	2 15 6	2 9 10	7 3 ¾	2,559 6 4	184 18 5½	5 5 7-7/8	989 6 10	17 3 4½	29 0 5	498 14 4
Total ..	..	2,756 3 6¾	10,543 5 2½	3 17 3 13/16	2 9 3 7/16	9 14 2½	27,204 12 9	610 14 1½	8 8 6¼	5,210 7 2	59 14 3/8	28 0 2¾	1,671 8 6
Average of settlement of the last nine years or from fasly 1236 to 1244	..	1,216 2 4¾	3,703 0 7¾	3 0 7 9/16	2 6 8 3/8	7 5 10½	8,957 6 7	1,168 5 ¼	2 15 0	3,431 6 9	166 5 4½	6 6 7½	1,052 0 2
Comparison between 1212 and the nine years average—													
Increase	..	..	..	..	..	..	..	..	..	..	..	..	..
Decrease	..	1,535 1 2	6,840 4 2¾	0 16 4¼	0 2 7 1/16	2 8 4¼	18,247 6 2	..	..	..	..	..	..

Items.	Nanjah mail punja and vampyr—*cont.* Total. Land cultivated.	Total. Average rate of teerva per seed cottah.	Total. Bariz.	Total nunjah, nunjah mail punjah and vampyr. Land cultivated.	Total nunjah, nunjah mail punjah and vampyr. Bariz.	Poonjah. Ayacut after deducting paroomboke.	Poonjah. Land cultivated.	Poonjah. Rate of teerva per seed cottah cultivated.	Poonjah. Bariz.	Total land reserve.	Add sorvadagum.	Grand total.
	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)
			RS. A. P.		RS. A. P.				RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.
Tamil abstract statement.	..	..	2,065 0 0	..	42,178 14 2	..	..	..	5,833 5 4	48,012 3 6	4,487 12 6	52,500 0 0
Hindoo abstract statement	..	..	2,065 0 0	..	42,178 14 2	1,829 17 7/8	..	..	5,833 5 4	48,012 3 6	4,487 12 6	52,500 0 0
Estimated jamabandy of fasly 1212—												
On land cultivated in Fasly 1212.	..	..	..	..	32,896 4 2	..	1,006 2 7¼	15 0 9-42/64	15,142 5 4	48,038 9 6	..	48,038 9 6
On land laying waste in	..	..	..	..	9,108 14 0	..	1,154 14 7	15 0 10-15/16	17,160 3 9	26,269 1 9	..	26,260 1 9
Total ..	..	..	..	..	42,005 2 2	2,160 17 6¼	2,160 17 6¼	14 15 2¼	32,302 9 1	74,307 11 3	..	74,307 11 3
Actual jamabandy of fasly 1212—												
Iyru	468 6 1/8	..	5,393 10 6	2,821 18 2-1/8	29,739 0 11	..	865 19 1¾	16 6 10-54/64	14,226 7 7	43,965 8 6	..	..
Six maniem villages.	202 1 1¾	..	1,488 5 2	599 13 6½	4,347 11 6	..	140 4 5½	10 4 7	1,442 7 0	5,790 2 6	..	..
Total ..	670 7 1-1/8	10 4 3	6,881 15 8	3,421 11 5/8	34,086 12 5	..	1,006 2 7¼	15 9 2	15,668 14 7	49,755 11 0	..	..
Average of settlement of the last nine years or from fasly 1236 to 1244	1,334 10 4¾	3 5 9	4,484 1 11	2,550 13 1½	13,441 8 6	..	553 2 0	13 1 6	7,242 11 9	20,684 4 3	1,243 0 6	21,127 4
Comparison between 1212 and the nine years average—												
Increase	664 3 2-7/8	..	..	..	..	..	..	..	..	..	..	..
Decrease	..	6 14 6	2,897 13 9	870 18 7 1/8	20,645 3 11	..	453 0 7¼	2 7 8	8,426 2 10	29,071 6 9	..	..

No. 21.

To

THE PRESIDENT AND MEMBERS OF THE BOARD OF REVENUE,

FORT ST. GEORGE.

GENTLEMEN,

Para 1. With reference to the late Sub-Collector's letter to your Board of the 5th April 1837 forwarding an application from the Zemindar of Shevagherry requesting to be furnished with a sunned Istimrar and your Board's final reply thereto dated 18th September 1837 I have the honour to inform you that in a communication I have had with the Zemindar he has expressed a wish to be furnished with a new sunned from Government as proposed in the 2nd para of your Secretary's letter instead of receiving copy of the cabooleat. The correspondence noted in the margin will show your Board that the estate has been placed under the management of Zemindar's father for 12 years under certain restrictions and that the minor will be entitled to succeed to the management of it at the expiration of that time.

TINNEVELLY,
TUTACORIN,
COLLECTOR'S OFFICE,
19*th February* 1838.

I have the honour to be, etc ,
(Signed) E. P. THOMPSON,
Acting Collector.

(True copy)

No. 54.

To

THE SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

Para 1. I had already prepared a report with reference to the para of your Board's proceedings of the 29th June 1837 regarding the Wootoomalay Estate when I had the honor to receive your letter of the 29th Ultimo enclosing a petition from the Zemindar and also a copy of a dispatch from the Honorable Court of Directors dated the 22nd March 1837 on the subject of the Ediacottah Poliput and requiring me to state my opinion whether the resources of the Estate of Wootoomalay are sufficient to admit of the Zemindar paying the peshcush in future if the balance are written off; or whether it would be necessary in order to enable him to hold the Zemindary with any advantage to himself to reduce the peshcush.

2. It is unnecessary again to trouble the Board with any lengthened statements to show that the Wootoomalay Zemindary is a very valuable one and fully equal to discharge the Peshcush leaving a large surplus revenue over and above. This fact is acknowledged on all sides. The most superficial examination sets the question completely at rest. If, however, the Board wish for proof of this I beg to refer them to Mr. Eden's report of 11th October 1836 and the accounts that accompanied it. This report shows that the assets estimated by Mr. Lushington in 1802 at 52,500 Rupees were not overrated.

3. It perhaps may be said that if the resources are without doubt as much as are above stated how happens it that since the Zemindary has been under sirkar management the collections have never come near up to that sum. The answer is plain, 1st because the Zuft management has been literally only nominal—the Zemindar having lived on the estate and exercised his authority just as much as if he had been in actual possession, (2) the interest of the Zemindar has been to keep the collections as low as possible and to secure for himself as much as he could from all such sources as he could manage not to bring to account.

4. In 1802 when the amount of peshcush of the several Estates was settled, the assets and annual demand of Chokumputty and Wootoomalay were very nearly equal. The marginal statement will show however that Wootoomalay was the most favored of the two—

	Assets as fixed in 1802.			Peshcush fixed in 1802.		
	RS.	A.	P.	RS.	A.	P.
Wootoomalay	52,500	0	0	27,219	8	0
Chokumputty	46,465	8	0	25,550	0	0

When the Chokumputty estate was first attached the collections as long as the Zemindar remained on the property were miserably low, but he was no sooner removed from the District than the real value of the estate began to be developed and the beriz for this year is estimated at 54,000 Rupees, being 8000 Rupees higher than the assets were rated at in 1802. The same results may reasonably be expected from Wootoomalay but as long as the Zemindar is in any way connected with the property and the ryots are doubtful of his restoration to power, the estate will remain in the same deteriorated condition, notwithstanding every exertion and vigilence of the Collector.

Beriz of Chokumputty—

Fasli 1241	12,584
,, 1242	15,658
,, 1243	25,956
,, 1244	34,013
,, 1245	33,737
,, 1246	29,662
Estimated beriz of—	
Fasli 1247	54,000

5. There can be no doubt, therefore, that the estate in question if properly managed, is fully equal to the payment of the Peshcush and to leave a large balance for profit. The next question is whether the present Zemindar, if relieved from the demand against him, would pay the Government demand. From what I know personally of his character, from what I know was the opinion entertained of him by all my predecessors and from the estimation in which he is held by the native public, I am prepared to say that he would not. He would probably do it for one or two years, but in a short time he would be as deeply involved as he is at present, given up to the lowest practices—incapable of business—completely under the direction of those about him and indifferent to everything but the gratification of his sensual pleasures, it would be hardly possible to expect a different conclusion.

6. There is still a third point on which I will say a few words. Has the condition of the Zemindar's affairs been forced upon him by circumstances over which he had no control and has he done his utmost to aid the Government Officers in managing the estate, and lastly is his character such as to point him out as a fit object for the liberality and indulgence of Government? All these questions must be answerable in the negative. The Zemindar forfeited his estate from unability to manage it, nevertheless great forbearance was shewn to him and he was allowed three times to take it under his own immediate direction viz.. in 1811, 1814 and 1824 but as often failed in fulfilling his engagement. Had he, however, exerted himself and aided the Government Officers in managing the property after it was attached, there can be no doubt that the demand against it would have been very much, if not entirely, diminished. Instead of this however he has set himself up in opposition to the Collector, has excited the ryots to throw up their lands and has endeavoured in every possible way to ruin the property. Again his character as a subject of the Government is far from what it ought to be. The Board is aware that he is closely related to the Ex-Zemindar of Chokumputty and had he the power would be just as troublesome a character. He however, does what he can, and although I have no positive proof of his implication in acts of disturbing the peace yet there is every reason to believe he affords protection to public offenders and would if he could do more to support them.

7. The final disposal of the estate remains with the Board of Revenue and whatever their determination may be I earnestly solicit an early decision in the case, for as the property now remains nominally under the Collector but really under the Zemindar, neither credit to myself or security or comfort to the inhabitants can be expected. If the welfare of the District and the peace and prosperity

of the people of the Zemindary are consulted, the early sale of the estate ought to take place. Not the most distant appearance even of harshness towards the Zemindar can be observed in this arrangement. He has forfeited the estate by breaking the condition with which it was originally granted, he has increased his debt to the present sum by his reprehensible conduct, and if the Government are willing to give up 1,70,000 Rupees which is theirs by every principle of law and equity and restore the Zemindary, they may be prepared to afford the same indulgence again in a few years.

8. As mentioned in the 1st para of this letter I had already prepared a report regarding the six manium villages with reference to the Board's proceedings of the 29th June 1837 and I had further mentioned to the Zemindar the offer of Government to give him a Malikana of 10 per cent of the collections, but this proposal he was unwilling to accept. In his last petition to the Board he requested a larger Malikana which in my opinion would be a far better arrangement for all parties than to restore his Zemindary which he cannot manage and which would entail misery and ruin on thousands.

TINNEVELLY,
TIRUCHENDOOR,
21*st April* 1838.

I have, etc.,
(Signed) E. P. THOMPSON,
Acting Collector.

(True copy)

No. 98.

To

THE ACTING SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

Para 1. I have the honour to acknowledge the receipt of your letter of the 30th ultimo forwarding for report a petition from the Zemindar of Singamputty.

2. The Zemindar complains that a curnum of the estate has concealed certain accounts and stolen others.

3. The Board are aware that the Singamputty property is under litigation after a lengthened correspondence between the Collector and Provincial Sudder Courts it was finally ruled in 1837 by the higher tribunal that the estate ought to be dealt with under the provisions of clause 4 section XVI Regulation III of 1802. The Zemindary was therefore placed in the charge of Palaneeachy Ammal, the petitioner as administratrix and since that time hardly a week has passed without one of the two litigating parties bringing complaints against the other. The petition now under reply is one of them.

4. As the charge regarding the abstraction of the accounts partook of the nature of a Criminal accusation the Sub-Collector caused an enquiry to be made into the same but as there was no proof that the Curnum had surreptitiously taken them away they were restored to him as the legal repository of all accounts belonging to estates. If the Zemindar however, has any charge of misconduct to make against the Curnum in discharge of his duties the same ought to be laid before the Udalat of the Zillah according to Regulation XXIX of 1802 by which tribunal such complaints are cognizable. The petition is herewith returned.

TINNEVELLY,
TINNEVELLY COLLECTOR'S OFFICE,
25*th August* 1838.

I have the honour to be, etc.,
(Signed) E. P. THOMPSON,
Acting Collector.

(True copy)

No. 72.

To

The SECRETARY to the BOARD of REVENUE,

Fort St. George.

Sir,

Para. 1. In examining into the circumstances of the family of the late Colatoor Poligar who was pensioned some years ago, I find that many members of it since the pension was granted have died.

2. The pension in 1817 was Rs. 27–3–11 a month and the number of individuals who enjoyed it was fifteen. The names of these people and the amount paid to each are mentioned in a list now in the records of this office. From the enquiries I have now made, I find that only two of the original male members are alive and the surviving females are living with their respective husbands and have long been independent of this grant and that the whole pension of Rs. 27–3–11 is divided between the two male survivors and 2 others whose fathers were also included in the list above mentioned. As allowances of this description are only for life and as the payment of so large a sum is no longer necessary in consequence of the death and lapses in the family I have the honor to suggest that some modification of the pension in question be made.

3. The two individuals whose names appear in the list framed in 1817 and who are still alive have all along received each Rs. 1–1–0 per mensem of the original sum and there seems no necessity to disturb this arrangement and the two other members of the family whose father enjoyed Rs. 4–3–11 and Rs. 3–13–1 respectively I would recommend to be allowed to receive the same amount with the understanding that the same is to cease at their death I beg to suggest this extension of the bounty of Government in their favour as they are the direct descendants of the old Poligars and as their means are considerably straightened they would feel the loss of this small allowance. The modified pension will then stand thus.

	RS.	A.	P.	
Jettu Naick	1	1	0	Original grantees.
Baul Naick	1	1	0	
Gursel Naick	4	3	11	son of Kundia Naick.
Jeteooranmooly Naick ..	3	13	11	son of Rangapondia Naick.
Total ..	10	3	0	

Tinnevelly, Poodoocoody,
Collector's Office,
30*th May* 1839.

I have the honor to be etc.,
(Signed) E. P. Thompson,
Acting Collector.

No. 73.

To

The SECRETARY to the BOARD of REVENUE,

Fort St. George.

Sir,

Para. 1. Having in the 43rd para of my letter of the 13th December reported the transfer of the Ootoomallay estate to the Zemindar according to the instructions contained in the Proceedings of the Board of the 22nd October 1838 and having at the same time forwarded an account current regarding the estate I thought it unnecessary to trouble your Board with a separate letter on the subject. In consequence however of your communications of the 23rd January and 28th February I have now the honor to report that on the 18th November 1838 the Zuft Establishment of the Zemindary was withdrawn and the estate restored to the Poligar on the same day. I explained to him the extent of the indulgence granted to him by the Government and exhorted him to show by his future conduct that he was not unworthy of their favour.

2. The Government in its wisdom has thought fit to restore the Zemindar to power and forego a claim of 170,000 Rupees and therefore neither the officers who carry their order into effect nor the inhabitants who are more immediately concerned can question its justness but at the same time the misery that this event has subjected thousand cannot be concealed. The inhabitants of the Zemindary have relied upon the assurances of the Collector, of the Board of Revenue and of the Government that the estate would not be restored and they would not believe that their hopes were to be so suddenly and unexpectedly disappointed. When however the Government servants were withdrawn and the proclamation issued that the estate was given back to the Zemindar all their doubts vanished and they became sensible of their altered position. If the Board will consider for a moment what a change has come over the prospect of all those in the Zemindary the transition from the peace and liberty they have so long enjoyed under the Government officers and the extortion and oppression which are now in store for them the Board must admit that the people have cause of complaint. None however, but those who have been resident in the District and know from experience can the character of the restored Zemindar of the extent of their misfortune.

3. In a moral point of view and as an example of all the other Zemindars, this arrangement is no less disastrous. There are many who were placed in the same situation as the Ootoomallay man, save that their private characters were unblemished, but before they could recover their estates they were constrained to enter into arrangement with the Government for the payment of their debts, whereas the Ootomallay proprietor has been reinstated unencumbered and free of all demands.

4. The Shevagherry Poligar only a few weeks ago bitterly referred to the different treatment he had received and blamed his folly for not having stood out to the last when he would have received his Zemindary without burden of one lac and 12 thousand Rupees which he consented to liquidate by yearly payments. But the feeling of dissatisfaction is general throughout the District and not confined to any one individual. The landed proprietors are now led to believe that however bad their private character may be however much they may make the estate the asylum of robbers and thieves and however little attention they give to the prosperity of their Zemindaries or to the regular payment of their peshcush the Government have not the will nor the power to deprive them of them; and that a little agitation on their part and a determination not to give in to any compromise, will eventually get them back should they be for a time resumed. I beg to observe that this is not my opinion. It is the feeling and impression of those in the district consequent on the restoration to power the most worthless and undeserving subject in the Zillah of Tinnevelly

5. The estate having been restored it becomes the duty of the local officers to counteract as much as possible the evil effects that the Poligars return to power will have not only on the people in his immediate Zemindary but on those in the neighbouring Talooks but in this they have a different task. A reference to the state of this Zillah when the Ootoomallay and Chokumputty Poligars were living on their estates will show to what a deplorable extent offences of all kinds were perpetrated. Not a day passed but the most dreadful outrages both on persons on property took place. But no sooner were these people disposed of, than crime immediately decreased and those who were thieves by compulsion returned to their usual duties and the professioned robbers were obliged to seek other places for the sphere of their occupations.

6. The Ootoomallay Poligar's return is the signal for a recommencement of these scenes, and although it will be some time before he and his followers venture to go the length they did before. Yet within the last few months there has been several acts of violence which there is much reason to believe were perpetrated by people from his Zemindary.

7. In my letter of the 21st April 1838 I stated my opinion that the Zemindar would not keep to his engagement for any time and that his peshcush would soon fall into arrears. He has however been punctual in his payments up to this period but how long he will continue so a few months will show.

8. I have thus ventured to explain what is and what may be expected to be the result of the Zemindar's restoration to power and although I should be glad to think that my apprehensions were unfounded, yet there is reason to suppose that ere long they will be fulfilled.

9. The account current mentioned in para 1 of this letter is numbered 17 of the Jummabyndy accounts.

TINNEVELLY,
POODOOCOODY,
COLLECTOR'S OFFICE,
30th May 1839.

I have the honor to be
(Signed) E. P. THOMPSON,
Acting Collector.

(True copy)

No. 82.

To

THE SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

Para. 1. I have had the honor to receive an extract from the proceedings of the Board of Revenue dated the 15th November 1838 and of the Minutes of Consultation and of a Dispatch from the Hon'ble the Court of Directors which accompanied it on the subject of restoring the Chokumputty estate to the son of the Ex-Zemindar. A statement showing the amount of Peshcush still due to the Government, if the account had been carried on from the date of the purchase of the estate to the present period is herewith forwarded, from which the Board will be pleased to observe that there is a balance still payable to the Government of 27,576 Rupees.

2. The Board are fully aware of the rise and origin of the Zemindars in this District. From the reports of the Commissioners and Collectors from 1799 and afterwards we learn that they were formerly petty Poligars holding small tracts of land in the hills and forests under the condition of bringing to the support of their Hindoo rulers when required a certain number of armed men. When we assumed the country in 1792 we found these Poligars in possession of the fairest portion of the country, a lawless body opposing themselves to all good rule and living a life of barbarous ignorance. We also find that these people paid very little to the state, at all wants events a sum perfectly disproportionate to the extent of country they had and as it was no longer the disire of Government that they should keep up any Military state, an annual peshcush was fixed to be paid by each Poligar according to his circumstances and it was further determined to change the name of "Poligar" which implies the "chief of a camp" to that of Zemindar or a landed proprietor as more suitable to the life the Government wished them to lead.

3. The lands which these people then had possession of and which the Government in its clemency continued to them were very extensive and most, if not all of them, obtained by acts of aggression and plunder. In 1800 the Collector writes to the Board "that the pretensions which the Poligars advance to their present lands on the ground of ancient immemorial possession have little foundation," and again 1803, "that nearly the whole of the villages they now hold were originally acquired by violence and fraud."

4. The above circumstances are necessary to be borne in mind for from them it is clear that the present Zemindars instead of being the ancient aristocracy of the country were formerly but the most violent and disaffected of the mob, and that in proportion to their violence and unloyalty they were enabled to extend their influence and assume the character of petty chiefs. When the Government took possession of the country, as the paramount power they would have been fully justified in assuming all the lands that had thus been obtained and reducing the possessors to their original obscurity and insignificance instead of which they allowed them to retain them on certain conditions. These conditions were the punctual payment of a certain peshcush to give their aid and assistance to the Government officers in maintaining the tranquility of the country, to afford no

shelter to robbers or disturbers of the public peace, to conduct themselves with good faith towards their own ryots and to treat them with tenderness, and above all to perform the duties of allegiance to the British Government, its laws and Regulations, and in the event of the non-performances of any of these stipulations the " lands were to be sold and transferred from them for ever " such were the conditions of the grant, and only on the honest performance of them could the Zemindars expect a continuance of their estates either to themselves or family.

5. I will not occupy the time of the Board by recapitulating the reasons that compelled the Government to assume the Chokumputty estate. It is sufficient to mention that every one of the stipulations that the Zemindar was bound to observe he broke. He set himself up in rebellion against the Government he opposed their orders despised their authority and inspired others to do the same, and if this were not sufficient he openly plundered their treasury and carried off the money that it contained. For the arrears of revenue which the Zemindar had purposely withheld, the Government were obliged to sell the estate and for a debt of Rupees 74,040 received 8,000 and as a measure of public security and comfort to the District and to prevent the spirit of rebellion spreading they banished him from the country and decreed that he should never return.

6. There never was perhaps an act which gave more general satisfaction to those intimately concerned than his deportation. The minds of the people were calmed at once. They saw that the Government had taken their part and removed from them the veriest pest that ever infested a country and from the moment he left the District a new era commenced. The criminal files which were loaded with aggravated cases of every degree of enormity and description were immediately reduced, and those who had never known what freedom from oppression and tyranny was seemed to breathe a new life. The annexed statement will show at once the effect that the Zemindar's removal had upon the Revenue of the country, which perhaps, is the most conclusive evidence that can be adduced of the destroying influence his presence produced. In four years it more than doubled itself.

Faslis.	Actual collections. RS.	A.	P.
1240	19,715	6	7
1241	3,575	5	7
1242	6,381	5	1
1243	22,776	2	3
1244	32,014	0	2
1245	32,331	7	3
1246	29,925	9	7
1247	49,174	2	0

7. The Hon'ble the Court of Directors have now suggested the expediency of reestablishing the son of the Ex-Zemindar because he had no concern in his father's misbehaviour. The Hon'ble Court in recommending this measure have been influenced with the kindest motives towards a fallen family, but perhaps if the whole circumstance of the case were known to them they would hesitate to carry it into effect, for although I do not mean to compare the son with the father yet of this we may be sure that thousands of people in the Zemindary who are equally entitled to the consideration of Government as the son of the Zemindar, will be thrown into despair and misery by his restoration.

8. It is evident to the most casual observer that the people in the Zemindaries are far differently situated from those in the sirkar lands. The former are exposed to petty extortions and oppressions even from the best of the Zemindars, which are totally unknown to the Government ryots. Not a day passes without complaints are received against the Zemindars and only lately one of their body was forwarded to the Criminal Court on charges of an aggravated kind, and another has been bound down in heavy security to keep the peace.

9. There cannot therefore be two opinions on the matter and after the inhabitants of Cokhumputty have enjoyed the privileges of the favoured class for some years it would be an act of extreme hardship, if not of cruelty, to withdraw our protections and throw them back again upon that of the Zemindar. From motives of this kind the Government finally decided on the sale of the estate in 1834 and there can be no doubt that these humane considerations have ben fully borne out

by the result. In the 6th para of this letter it was shown how greatly the revenues of the Talook have increased since the sale of the estate and this has been owing to the capital laid out by private individuals on the security that the land had become permanently Government property and could never return to the Zemindary system and undeceive them now would almost amount to a breach of good faith which the Hon'ble the Court would never sanction nor permit.

10. With regard to the claims of the son, I would respectfully submit that they are not of such a nature as to risk the happiness and well being of thousands. Admitted that he had nothing to say to his Father's misconduct, yet the same principle I believe has never been recognised in deciding on the disposal of other estates. If it were so, why are not all the assumed Zemindars and Pollams here and elsewhere restored to the sons and descendants of the original possessors? They had nothing to say to their predecessors rebellion and misconduct and their claims to restoration are equal if not greater than those of the son of Chokumputty.

11. It is true Mr. Eden suggested the restoration of the son, but perhaps in his anxiety to rid the country of the Father he thought it best to choose the least of two evils, for I am certain that from that Gentleman's experience of the Zemindary system he would not hesitate to say that the assumption of the country was then and has proved to have been since the most fortunate event that could have happened to the people living on the estate. Again I would ask if the Ex-Zemindar has not forfeited by his misconduct all consideration of the Government both for himself and family, what degree of outrage is hereafter to be considered sufficient to accomplish this subject. He broke every condition on which the lands were originally granted and on which he held them, and he added to this breach of contract the most atrocious and complicated villainies that ever disgraced a human being. No one could do more than he did and what then will be the effect of the restoration of his son, on the other Zemindars in the district? And what inducement or encouragement will they have to observe the stipulations of their grants and be loyal subject when they see the family of such a man restored to power.

12. In respect of the qualification of the son to manage the estate with advantage to himself and satisfaction to the Government I am constrained to say that they are of the smallest description. Five years ago, when Mr. Eden saw him he probably showed some precosity and native shrewdness, but he is now the simplest lad that can be imagined without one requisite talent for the task. As soon as the reports were current of the probable restoration of the estate he put himself into the hands of the most suspicious and dangerous characters in the District who eagerly offered pecuniary assistance in the expectation of making a rich harvest when he got possession. In a private conversation I had with him, he confessed in his ingeniousness that he should borrow the money he required to pay the Circar balance from soukars on the security of the lands and we all know at what enormous sacrifice this could only be effected. It will therefore readily occur to the Board how little hope of happiness to the boy himself or prosperity to the people can be expected in this prospect of things and how important it is that when we have the means and power of preventing a repetition of the calamities of former times we should do so.

13. I would therefore respectfully but at the same time in the strongest terms urge that the Zemindary should not be reestablished. Every consideration that has any weight is on the side of this recommendation, the welfare and well being of thousands loudly support it, and the justice and credit of the Government seem staked upon its favourable consideration. Against this array there is the interest of one single individual whose negative claims are very questionable. If the Government however consider the son a fair object of consideration they have ample means of showing this consideration without jeopardizing the interest of the whole country. They could appropriate a certain portion say 1/10th or 1/8th or 1/5th or whatever might be considered expedient of the net Revenues of the Talook to the support of the boy which would enable him not only to live in affluence and splendour but I am perfectly certain that such an arrangement would ultimately be for his own happiness and comfort.

14. I have been led into these lengthened remarks in consideration of the importance of the subject and when it is considered that the interest of a large portion of the country depends on the decision which may be ultimately given on the case I hope I shall not be considered to have occupied the attention of the Board unnecessarily.

I have, etc.,

TINNEVELLY–TENCAUSEY COLLECTOR'S OFFICE, *3rd July* 1838.

(Signed) E. P. THOMPSON, *Ag. Collector.*

No. 109.

To

THE SECRETARY TO THE BOARD OF REVENUE, FORT ST. GEORGE.

SIR,

Para. 1. I have the honor to acknowledge the receipt of your letter under date the 25th ultimo. In this communication the Board concisely advert to the arguments adduced by Mr. Thompson in his letter of the 3rd July last against the restoration of the Chockumputty Estate to Caroonaliah Valungapoole Taven son of the Ex-Zemindar and referring to the previous correspondence on the subject and the wishes of the Honorable Court and orders of Government founded thereon proceed to observe that unless there are circumstances connected with the Chockumputty Pollam not previously known, which if they had been brought forward at the time would have led Government and the Honorable Court of Directors to arrive at a different decision, they do not think they would be justified in referring the matter for the orders of superior authority and that the wishes of the Court and the orders of Government should be carried into effect in the manner suggested in their proceedings of the 15th November last.

2. Whilst I fully defer to the justness of the Boards sentiments quoted in the above Para. I trust I may venture to urge there are circumstances connected with the Chokumputty Pollum which could not have been brought under review in 1834 or 1835 because they did not then exist, but have been created or developed since that period and which therefore seem to me deserving of every attention and regard.

3. Without entering into a tedious and unnecessary recapitulation of the grounds which combined to make me advocate the cause of Caroonaliah Valungapooli Taven in 1834. I shall confine myself to observing that as far as his personal claims to the indulgent consideration of Government as set forth in my communications to the Board, dated 19th December 1834 and 30th October 1835 are concerned they remain in my opinion on the same footing that they did then, with this difference that nearly 5 years have now elapsed since they were first urged, during which time other interests have unavoidably and in the natural course of things been created and grown up with which those claims are irreconcilable whilst the extraneous circumstances on which they were supported have either been much modified or altered and doubts which then existed have been resolved.

4. The Chokumputty estate was, as the Board is aware, purchased on account of Government on the 26th of December 1834, the price at which it was sold strongly evinced its then depressed condition; for an estate now producing an outturn of more than Rs. 25,000 annually after payment of its peshcush became the property of Government for Rs. 3,000 or at about four months purchase of its unencumbered revenue. Perhaps a stranger test than the price at which it sold could not have been afforded of its depricated value in the opinion of private capitalists, mainly consequent on the doubts entertained of the probability of its being managed to advantage by a private speculator. Having become the property of Government every means in accordance with the apparently final orders of Government were adopted to foster and develop its resources. A survey of the land was made, repairs to a considerable amount executed, and a permanent establishment having been appointed, it was put on precisely the same footing as

an amani talook and everything in fact that could generate confidence that it would continue and be treated as an amani Talook was resorted to. So long as its final disposal remained uncertain little or no progress was made in its Improvement or could naturally be expected to have been made but when the orders of Government were received ordering it to be surveyed and assessed all doubts as to its being permanently continued as a sirkar Talook were extinguished. Without discussing the relative merits of a Sirkar or Zemindary management there can be no doubt the Inhabitants generally prefer a crikar one and relying with confidence on the permanency of its assumption for which it must be granted they had every ground short of a direct pledge, the inhabitants and land holders of Chokumputty have expended and laid out considerable capital in improvements both in lands and houses. Waste land which the owners would not formerly come forward to claim has been brought under cultivation by the outlay of private capital and is now become valuable and an object of contention and the whole community relying on the security engendered by its having become sirkar property have unquestionably put forth their utmost means in various ways to better their condition. In this they have undoubtedly succeeded as the present state of Chokumputty amply manifests and if its present outturn compared with its past could be deemed insufficient evidence of this, it is only necessary to pass through the estate to have it amply confirmed. New houses have been erected and old ones with their premises enlarged, and the poverty pinched aspect that were everywhere visible 5 years ago has been succeeded by substantial and happy looking villages. The unpopularity of sequestrating an Hereditary estate has been incurred but in five years has been forgotten or alleged in a knowledge of the circumstances that led to it. Experience and time have perfectly set at rest any doubts that were formerly entertained of the Collector and his establishment being able to maintain an efficient management in this estate and as the existing flourishing state of Chokumputty as detailed above, has been entirely brought about by the confidence reposed in the stability of the resources of Government it is impossible to disguise that a restoration of the Pollum to Caroonaliah Valangapooli Thaven at this late period would be an act of great hardship and in a great degree a breach of faith.

5. With respect to the personal character of Caroonalia Valangapooli Thaven or rather his capacity for managing the estate regarding which there seems a discrepancy of opinion between Mr. Thompson and myself, it seems to me right to mention that subsequent to the receipt of your Boards letter under reply, I have spared no pains to acquire a better acquaintance of it both by personal communication with him and asking the opinion of others as reported to the Board, he was kept in great domestic privacy and seclusion by his father until the old Zemindar was put under restraint. He has not had the management of the estate since that period and it would under those circumstances be unreasonable to expect him to be as expert in the details of its management or to possess as thorough a knowledge of every day affairs as if he had been brought up to take a part therein in its concerns or had lived in public from his child-hood as the generality of natives do. From all I could gather he continues a great recluse from choise and unlike his class and his caste (maravar) in particular, spends a great portion of his time in devotions and reading the Vedas. He is admitted by all to whom I could direct my enquiries to be a very well disposed of young man and his natural capacity fully equal to others of his sphere. It is but justice to him to remark that as far as I could form any judgment, my opinion of him agreed with what I could learn were the sentiments of others. As however, Caroonalia Valungapooli Taven is untried, his capacity for managing his estate advantageously or otherwise must be more or less matter of conjecture and therefore cannot form any weighty argument for or against its restoration. The substance of what I wish to urge amounts to this that vested interests have grown up in Chokumputty which cannot in justice be set aside and are incampatible with its restoration, that the interests of the many now established in security and well being which they have continued to enjoy for 5 years under an indulgent Government should prevail over the claims of one and that this is precisely one of those cases which comes under a sound maxim of law as well as of policy, that we must some times do a little harm to effect a great good. Entertaining the sentiments I have here expressed I think

it at least my duty to submit them to the Board for such consideration as they may seem to deserve and in doing so I would add that with reference to the existing position of Chokumputty, I agree with Mr. Thompson in thinking an allowance of 1/8 or 1/5 of the net revenue to be granted to Caroonalia Valungapooli Taven for life, a more desirable as well as more just course than placing the estate at this hour again under Zamindary tenure.

I have the honor to be, etc.,

(Signed) R. Eden,
Collector.

Tinnevelly–Tencausey,
Collector's Office,
24*th August* 1839.

(True copy)

No. 124.

To

The SECRETARY to the BOARD of REVENUE,
Fort St. George.

Sir,

With reference to your letter of the 4th February last, I have the honor to forward herewith a draft of sunnud-i-milkeat-Istimrar (with a translation thereof in Tamil) to be granted to Varagonah Ramah Vanien Zemindar of Shevagherry in renewal of the original sunnud granted to him on the 22nd April 1802 which is stated by him to have been destroyed. This draft has been prepared from a printed form in this office and a Kabuleat received with your letter now under acknowledgment and which is herewith returned and also with reference to the Moochilka of the party among the records of this office.

I have the honor to be, etc.,

(Signed) R. Eden,
Collector.

Tinnevelly–Tencausey,
Collector's Office,
30*th September* 1839.

Enclosure.

Sunnud-i-Milkeat Istimrar.

Sunnud-i-Milkeat Istimrar, Deed of Permanent Property granted by the Right Honorable John Lord Elphinstone Governor in Council of Fort St. George on the part of the Honorable the United Company of merchants of England Trading to the East Indies, to Varagona Ramah Vanien Zemindar of Shevagherry in the District of Tinnevelly in renewal of the original sunnud-i-milkeat Istimrar or Deed of Permanent Property granted to him the said Varagona Ramah Vanien Zemindar of Shevagherry bearing date the Twenty second day of April in the year of Christ 1802 or 18th of Zeehudge of the Mahomedan Hegeree 1816 or Fusly 1211 corresponding with the 12th day of Chittray of the year Doondomee of the 1723 year of Salevagana Sagarptom or 977 year of the aund which sunnud-i-milkeat Istimrar or deed of Permanent Property was officially represented to Government through the Board of Revenue to have been destroyed and is therefore out of existence.

It is known to the Zemindars, Talookdars, meerassidars, Ryots and all cultivators of land in the Territories subject to the Government of Fort St. George, that from the earliest until the present period of time, the public assessment of the land revenue has never been fixed but that according to the established practice of asiatic Governments the assessment of land revenue has fluctuated without any fixed principles for the determination of the amounts and without any security to the Zemindars or other persons for the continuance of a moderate land tax. On the contrary frequent enquiries have been instituted by the ruling power whether Hindoo or Mahomedan for the purpose of augmenting the assessment of the land revenue; and it has been customary to regulate such augmentations by the enquiries and opinions of the local officers appointed by the ruling power for the time being. In the attainment of an increased revenue on such foundations it has been usual for the Government to deprive the Zemindars and to appoint persons on its own account to the management of the Zemindaries; thereby reserving to the ruling power the implied right and the actual exercise of the proprietory possession of all lands whatever. It is obvious that such a mode of administration must be injurious

to the permanent prosperity of the country by obstructing the progress of agriculture, population, and wealth; and destructive to the comfort of individual persons by diminishing the security of personal freedom and of private property.

2. The British Government, impressed with a deep sense of the injuries arising to the estate and its subjects from the operation of such principles has resolved to remove from its administration so fruitful a source of uncertainty disquietude, to grant to Zemindars, and the land holders their heirs and successors a permanent property in their land in all time to come, to fix for ever a moderate assessment of public revenue on such lands which shall never be liable to change under any circumstances, to institute Courts of Judicature for the protection of these valuable rights and to secure to every description of its native subjects under the operation of fixed and defined laws, the free exercise of the religious institutions and domestic usages of their ancestors.

3. In conformity to these principles the assessment of your Zemindary has been fixed from the commencement of Fusly 1212 at the annual sum of star Pagodas (16,000) sixteen thousand, which said sum of star Pagodas (16,000) sixteen thousand shall be fixed and is hereby accordingly declared by this sunnud to be the permanent annual jummah of your Zemindary, payable in the current coin of the province, in fixed monthly instalments, agreeably to the separate Kistbandy signed by you.

4. This permanent assessment of the land tax on your Zemindary is exclusive of the Revenue derived from the manufacture and sale of salt and salt petre, exclusive of the sayer or duties of every description whether by sea or land, the entire administration of which the Government reserves to itself, exclusive of the Abkarry or tax on the sale of spirituous liquors and intoxicating drugs, exclusive of the excise which is or may be levied on commodities or articles of consumption, exclusive of all taxes personal and professional as well as those from markets, fairs and Bazars, exclusive of Lakheraj lands (lands exempt from the payment of public revenue) and of all alienated lands paying a small quit rent (which quit rent unchangable by you, is included in the assets of your Zemindary) and of all lands and Russooms or fees heretofore appropriated to the support of Police Establishments. The Government reserves to itself the entire exercise of its descretion in continuing or abolishing temporarily or permanently the articles of revenue included according to the custom and practice of the country, under the several heads above stated.

5. You shall regularly pay in all seasons the amount of the permanent assessment above fixed. The remissions which have occasionally been granted according to the custom of the country on account of draught inundation or other calamity of the season shall now cease and never be revived; and if (which God forbid) you should fail to discharge your engagements your Zemindary and your personal property shall be answerable for the consequence of such failure.

6. In this event your personal property will be liable to attachment in the first instance; and your lands will ultimately be liable to be sold and transferred from you for ever, for the payment of the public revenue: But under the moderate terms of the assessment on your Zemindary this event can never happen except in consequence of your own default; for the Court of Judicature will protect you against such an injury unless warranted by your failure.

7. You shall be at free liberty to transfer without the previous consent of Government or of any other authority to whomsoever you may think proper either by sale gift or otherwise your Proprietory right in the whole or in any part of your Zemindary; such transfers of your land shall be valid and recognized by the Courts and Officers of Government provided they shall not be repugnant to the Muhamadan or Hindoo laws or to the Regulations of the British Government; but unless such sale, gift or transfer shall have been regularly registered at the Office of the Collector and unless the public assessment shall have been previously determined and fixed on such separated portions of your estate by the Collector, such sale gift or transfer shall be of no legal force or effect nor shall such transfer exonerate you from the payment of any part of the public land tax assessed on your entire Zemindary previously to such transaction; but your whole Zemindary shall continue to be answerable for the total land tax in the same manner as if such transaction had occurred.

8. IN the event of the sale of any part of your Zemindary for the liquidation of arrears of the assessment or in satisfaction of the decree of a Court of Judicature or in the event of the transfer of any part of your Zemindary by gift, sale, or otherwise, you shall furnish the Collector with true and correct accounts of your entire Zemindary, and of the portion of your Zemindary to be so separated for a period not less than the three years preceding such sale or transfer, in order that the due proportion of the public revenue may be fixed thereon. The assessment to be settled on the separated parts of your lands, shall always bear the same proportion to the actual produce of the separated

portion as the total permanent Jammah on your Zemindary bears to the actual produce of the whole Zemindary so that if the accounts to be furnished by you should be correct, no partial assessment can happen: nor any increase of the fixed Jammah be ever made under whatever changes or improvements, your interests or your pleasure may lead you to introduce into the Zemindary.

9. ALTHOUGH you shall have free right and liberty to transfer by sale, gift, or otherwise, any part of your Zemindary not repugnant to the Regulations of Government yet it shall not be competent for you nor for any Zemindar to form any part of your lands into a separate estate paying its Jammah directly to Government unless the public assessment on such separate estate shall amount to the annual sum of five hundred star Pagodas (500) and upwards.

10. IN order that you may at all times be enabled to comply with the conditions of the 8th article of this sunnud by which you are bound to furnish true and correct accounts of your Zemindary when required by the Collector you shall support the regular and established number of Curnums in the several villages of your Zemindary. The Curnumbs shall be appointed from time to time by you and shall obey all regular orders issued by your authority, but they shall not be liable to be removed from their offices, except by the sentence of a court of Judicature. In the event of your having or of your under farmers, tenants, or Ryots, having cause of complaint against the Curnum of any village for a breach of duty, you shall be at liberty to institute at your own peril a suit in the Adaulat of the Zillah for the purpose of bringing such Curnum to trial and punishment but in the event of your dispossessing a curnum of his office without such previous regular process you shall be liable to make such satisfaction for the injury as the Adaulut of the Zillah may decree. Where a curnum may be dismissed from his office by the sentence of a Court of Judicature you shall in the first instance select a successor from the family of the last Incumbent, provided any member of that family shall be capable of the duty of Curnum but if no member of it shall be capable of discharging that duty you shall exercise your discretion in the appointment of a proper person. The name of the person appointed to succeed shall be reported to the Collector.

11. THE Government having discharged itself with the maintenance of the Police of the country will defray the entire expense of that establishment. You shall neverthless aid and assist its officers in apprehending and securing offenders of all description, and you shall enquire and give notice to the magistrates of all robbers or disturbers of the public peace who may be found or who may seek refuge in your Zemindary.

12. YOU shall enter into engagements with your ryots either for a rent in money or in kind, and shall within a reasonable time grant to each ryot a puttah or cowle clearly defining the amount to be paid by him and explaining every condition of the engagement and you shall grant or cause to be granted regular receipts to the ryots for all discharges in money or in kind made by them to you, or for your account. If after the expiration of a reasonable period of time from the execution of your Cabooleat you shall neglect or shall refuse to comply with the demand of your under farmers or ryots for the Puttahs and receipts above mentioned, you shall be liable to be sued in the Adaulut of the Zillah and you shall also be liable to such damages as may be decreed by the Adaulut to the complainant.

13. The foregoing conditions contain an abstract of the obligations and duties which you shall incur and of the rights which you have acquired under the new constitution erected for the security protection and prosperity of the subjects of the British Government. But for the enlargement of that constitution and for the improvement of the condition of the people, the Governor in Council will continue from time to time to enact such regulations as experience may suggest, or the progress of human affairs render necessary such regulations will be administered by independent Judges in constituted Courts of Judicature governing their decisions by the laws only. The decrees of those Courts will be founded on the Regulations of Government printed published and translated for the information and security of its subjects; and on the institutes of the Hindoo or Mahomedan laws, which are also open to the enquiry of all persons, the proceedings of the Adaulut will be held in open Courts accessible to persons of every description, all parties will be at liberty to attend to their own interest by their presence in the Court, during such proceedings or to employ their Vakeels with such instructions regarding the mode of prosecution or defence as may appear to be most eligible to themselves the sentences of the Courts will be pronounced in the same public manner and executed by Civil authority without the interposition of military force, the Collector and other public servants of the Government will be compelled to appeal to the courts of judication for the adjudication of all cases in which by virtue of their offices they may be parties, and finally the greatest practicable degree of security has been extended to the native subjects of the British Government by the establishment of a gradation of appeals from the Zillah Court to the Provincial Court, and from the Provincial Court to the Court of Sudder Audalut at the Presidency and in the last resort from the Court of Sudder Adaulat to the Governor General in Council of Bengal.

14. BEING therefore sensible of the benefits conferred on you by these institutions, and confident of enjoying the fruits of your Industry you shall be punctual in your engagements with Government you shall conduct yourself with good faith towards your Ryots whose prosperity is inseparably connected with your own, you shall treat them with tenderness, encourage them to improve and extend the cultivation of the land and lay the foundations of your own happiness in the permanent prosperity of your Zemindary.

15. CONTINUING to perform the above stipulations and to perform the duties of allegiance to the British Government and its laws and regulations you are hereby authorized and empowered to hold in perpetuity to your heirs successors and assigns at the permanent assessment assessment herein named the Zemindary of Shevagherry.

Given in Fort St. George this day of by and in the name of the Right Honorable the Governor in Council.

(Signed) R. EDEN,
Collector.

1 Cusbah Shevagherry. Thavy pattanam. Soobramaneapooram. Thorasamypooram.
2 Visvanadapairy.
3 Rajagherry.
4 Chuttram.
5 Parookycoody.
6 Openeapoorum.
7 Vadoocapatty.
8 Chokanadapooram. Mailavoorputty.
9 Meenatcheepoorum.
10 Nullamangalam.
11 Malayandi. Vellian Servagaronputty. Kuprethenamum. Paurapathy.
12 Thenmalay. Caresalcolum. Covilputty.
13 Uchengolum.
14 Kestuapiry.
15 Cannachemmal.
16 Yadiencolum.
17 Ettycherry.
18 Senthattypooram.
19 Nachearputty.
20 Cooroovunputcherry.
21 Aroocuncolum.
22 Solasary. Paulvannanadhapoorum.
23 Punthapooly.
24 Reddyaputty.
25 Veziarungapoorum.
26 Senthattypooram.
27 Moodivalungum.
28 Auvoodiapoorum.
29 Sankarapandyapooram.
30 Nacheapoorum.
31 Varagoonaramapoorum.
32 Vaulavanthapoorum.
33 Mauncoody.
34 Caresacolum.
35 Vadamalapoorum.
36 Senthattypoorum.
37 Gopalapoorum.
38 Vausoodavanalloor. Oolloonpauthekee prethenamum. Cottyoor. Soontharasoorapoorum. Aruachillapoorum.
39 Veziarungapoorum. Malasungarapandiapoorum.
40 Thoolamadookistnaparry.
41 Latchmepoorum. Meenatchypoorum. Sennecolum.
42 Varagoonaramapoorum.
43 Mathoorapoory.
44 Veziarungapoorum.
45 Reelayandyapoorum.
46 Meanatchypoorum.
47 Senthattypoorum.
48 Cunnarenganputty.
49 Chattraputty.
50 Madathooputty.
51 Vanamcortypoorum.
52 Payirianaickenputty.
53 Kondiapoorum.
54 Chinnathambeepoorum.
55 Vadamalapoorum.
56 Soorarputty.
57 Mailayandyapoorum.
58 Vallumpatty.
59 Keelavallumputty.
60 Varagoonaramapoorum.
61 Coondaneroopoo.
62 Ramathavanputty. Moothoolingapoorum. Soobramaneapoorum. Sundrarajapoorum.
63 Malayacoody.
64 Meenatcheepoorum.
65 Cottamadaky.
66 Callumanaickenputty.
67 Cundyapoorum.
68 Nathumputty. Chathraputty. Paleasungumputty. Meanachipoorumpauthy.
69 Coorchyarputty.
70 Moothanary.
71 Calaveecolum.
72 Sunkerlingapoorum.
73 Ramalingapoorum.
74 Vangycolum.
75 Auppanoor.
76 Vadamalapoorum.
77 Varagoonaramapoorum.
78 Thavarayemputty.
79 Vengalamadearputty.
80 Soondancolum.
81 Pulvoyputtel. Letchmepoorum.
82 Seevelpairy.
83 Keelacaresalcolum. Mailacaresalcolum.
84 Odapancolum.
85 Cummoyputty.
86 Chokalingapoorum.
87 Aurachyputty. Nanthavanaputty. Yadiencolum. Chuttraputty.
88 Vaulancolum.
89 Namakarichanputty.
90 Tharasamipoorum.
91 Calungapariku prethnamum. Varagoonarampery.
92 Nareyencolum.
93 Congucolum.
94 Pullurputty.
95 Rungasamoodrum. Senthattypoorum. Meenachypoorum.
96 Nathycolum.
97 Senthattypoorum.
98 Meenaheepoorum.
99 Veppancolum. Oolloorcottysoothoo.
100 Mahamadoo. Yakoobpoorum.
101 Arascarputty.
102 Moothoolingapoorum.

(True copy)

No. 74.

To

THE SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

Para. 1. With reference to your letter of the 11th November 1839 enclosing petition No. 441 of 1839 from Andoocondavunneanar late Zemindar of Yalayirampunnay, stating that the Board are of opinion that because one individual performed the duties of the Pagoda and Choultry in more splendour than the petitioner could do, was not a sufficient reason for depriving the petitioner of them and on these grounds they requested the late Collector to reconsider if any and what interference could be justly exercised in his behalf.

2. The annexed endorsement on a petition No. 869 of 1832 presented by the same party will explain the state of this case. The Petitioners by their rebellion forfeited all claims to their ancestral estates and their attempts now to obtain what they have never enjoyed for nearly 40 years cannot be recognized. It will be the duty of the local officers to see that the funds for which the villages were assigned were properly appropriated but the petitioner can have no claim to interference.

Endorsement on Petition No. 869 of 1832.

Petitioner was Zemindar of Yelayerumpunnay at the time of the Poligar rebellion in 1799 and having been concerned in their insurrection was banished to Penang. The Zemindary was divided into 3 Mittahs, one of which containing 20½ Ayen villages were sold at the public sale to Sawmy Naick of Sevelputty to whom 3 villages belonging to the Pagoda were added. In all 23½ villages the purchaser was at the same time appointed to superintend the Pagoda affairs which he did and produced an account. Particular of the last years (when called for) of the receipt and disbursement of the suit 3 villages belonging to the Pagoda by which it was evident that the Mittadar Swamy Naick has faithfully managed the charity affairs and that the petitioner in his attempt to regain a portion of his estate once forfeited has failed to substantiate a single charge against the Mittadar as set forth in his petition which is therefore rejected.

3. I take this opportunity of acknowledging the receipt of petition No. 1701 of 1839 which accompanied your letter of the 17th February 1840 and which was presented by the party in possession of the lands and which requires no explanation. The two petitions No. 441 and 1701 of 1839 are herewith returned.

I have the honor to be, etc.,
(Signed) E. P. THOMPSON,
Collector.

TINNEVELLY COLLECTOR'S OFFICE,
30*th May* 1840.

(True copy)

No. 76.

To

THE SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

Para. 1.—I have the honor to acknowledge the receipts of your letter of the 21st November last forwarding a modified draft of a sunnud Milkeeti-Istimrar proposed to be given to the Zemindary of Shevagherry in lieu of the one originally granted and which is lost.

2. A Moochilka corresponding with the Sunnud has been prepared and is now forwarded for the approval of the Board. A few slight alterations have been made but they do not in any way affect the meaning of the Sunnud received with your letter under reply. In the list of villages however one hamlet bearing two names viz., Meenatchipoorum and Sennicoolum attached to the Town of Luchmeepoorum numbered 41 has been omitted as the same was resumed by the order of the Board under date the 5th September 1821.

3. With reference to the 5th para of your letter whether on the Zemindars coming of age any agreements have been executed between him and his father conformatory of the arrangement under which the estate was to remain under the management of the latter for a period of 12 years. I would observe that no agreements have been made to my knowledge. No disposition however has been manifested by the son to assure the management of the estate and as long as his father conducts matters as he has all along done it would be most unwise and impolite in him to interfere. His own interests and those of the estate could not be more efficiently or ably managed than they are at present and to disturb matters or to agitate a subject which must necessarily cause internal and family quarrels, when nothing of the kind exists would be injurious to the prosperity of the estate and to the interests of those incurred.

4. Security for the liquidation of the balance is renewed every year.

I have the honor to be, etc.,
(Signed) E. P. Thompson,
Collector

Tinnevelly Collector's office,
11*th June* 1840.

(True copy)

Enclosure.

P.S.—The copy of Kabuliat which accompanied your letter of the 31st March last is herewith returned. In No. 76.

Kabuliat or instrument of assent and agreement on the part of Varagoonarama Vunnyen Zemindar of Shevagherry to the sunnud-i-Milkeat Istimrar or deed of permanent Property granted to him by the Right Honorable John Lord Elphinstone Governor in Council of Fort St. George bearing date day of the year of Christ in renewal of the original sunnud-i-Milkeat Istimrar or Deed of Permanent Property granted to my ancestor Varagoonarama Vunnyen Zemindar of Shevagherry bearing date the 22nd day of April in the year of Christ 1802 or 18th of Zeehudge of the Muhammadan Hegeree 1810 or Fusly 1211 corresponding with the 12th day of Chittray of the year Doondomee of the 1723rd year of Salivagana Saharptom or 977th year of the aund which sunnud-i-Milkeat Istimrar or Deed of Permanent Property has been destroyed and is therefore out of existence.

1st. I Varagoonarama Vunnyen Zemindar of Shevagherry do by this Kabuleat or instrument of assent and agreement covenant and agree to continue to pay the assessment of my Zemindary fixed at the amount established in fusly 1212 viz., the annual sum of star Pagodas (16,000) sixteen thousand which said sum of Star Pagodas (16,000) sixteen thousand shall be fixed and is hereby accordingly acknowledged by me to be the permanent annual Zamma of my Zemindary payable in the current coin of the province in fixed monthly instalment agreeably to the separate kistbandy signed by me.

2nd. This permanent assessment of land tax on my Zemindary is exclusive of the revenue derived from the manufacture and sale of salt and salt petre, exclusive of the sayer or duties of every description whether by sea or land. The entire administration of which the Government reserves to itself exclusive of the Abkarry or tax on the sale of spirituous liquors and intoxicating drugs exclusive of the excise which is or may be levied on commodities or articles of consumption exclusive of all taxes personal and professional as well as of those from markets fairs and Bazars exclusive of Lakheraj Lands exempted from the payment of public revenue and of all alienated lands, paying a small quit rent (which quit rent unchangeable by me is included in the assets of my Zemindary) and of all lands Russooms or fees heretofore appropriated to the support of Police Establishment. The Government reserves to itself the entire exercise of its descretion in continuing or abolishing temporarily or permanently. The articles of Revenue included according to the custom and practice of the country under the several Heads above stated.

3rd. I shall regularly pay in all seasons the amount of the permanent assessment above fixed and no remission shall be granted on account of Droght inundation or other calamity of the season (and if which God forbid) I should fail to discharge my engagements my Zemindary and my personal property shall be answerable for the consequence of such failure in the manner prescribed in the regulations.

4th. I shall be at free liberty to transfer without the previous consent of the Government or of any authority to whomsoever I may think proper either by sale gift or otherwise. My proprietary right in the whole or in any part of my Zemindary and such transfers of my land shall be valid and recognized by the Courts and Officers of Government

provided they shall not be repugnant to the Muhamedan or the Hindoo laws, to the Regulations of the British Government and provided also that such sale Gift or transfer shall have been regularly been regularly registered at the office of the Collector and that the separated portion of the Estate be not less than one entire village or dependent hamlet with defined boundaries and that the amount of permanent land tax assessed thereon shall have been fixed by the Collector according to the Rules contained in the Regulations and Acts of Government and confirmed by the authority of the Board of Revenue signified in writing, otherwise such sale gift or transfer shall be of no legal force or effect nor shall such transaction exonerate me from the payment of any part of the public Land tax assessed on my entire Zemindary previously to such transfer but my whole Zemindary shall continue to be answerable for the total Land Tax in the same manner as if no such transaction had occurred.

5th. In the event of the sale of any part of my Zemindary for the liquidation of arrears of the assessment, or in satisfaction of the decree of a Court of Judicature or in the event of the transfer of any part of my Zemindary by gift, sale, or otherwise I shall furnish the Collector with true and correct accounts of my entire Zemindary and of the portion of my Zemindary to be so separated for a period not less than these three years immediately preceding such sale or transfer in order that the due proportion of the public revenue may be fixed thereon. The assessment to be settled on the separated parts of my lands shall always bear the same proportion to the actual produce of the separated portion as the total permanent Jummah on my Zemindary bears to the actual produce of the whole Zemindary so that if the accounts to be furnished by me should be correct. No partial assessment can happen nor any increase of the fixed Jummah be ever made under whatever changes or improvements my Interest or my pleasure may lead me to introduce into the Zemindary.

6th. In order that I may at all times be enabled to comply with the conditions of the 5th article of this my Kabuleat by which I am bound to furnish a true and correct accounts of my Zemindary when required by the Collector I shall support the regular and established number of curnums in the several villages of my Zemindary. The Curnums shall be appointed from time to time by me and shall obey all regular orders issued by my authority but they shall not be liable to be removed from their officers except by the sentence of the Court of Judicature. In the event of my having or of my under farmers Tenants or Ryots having cause of complaint against the Curnom of my village for a Breach of duty I shall be at liberty to institute at my own peril a suit in the Adaulut of the Zillah for the purpose of bringing such curnom to trial and punishment in the event of my dispossessing a curnom of his office without such previous regular process, I shall be liable to make such satisfaction for the Injury as the Adaulut of the Zillah may decree. Where a curnom may be dismissed from his office by the sentence of a Court of Judicature, I shall in the first instance select a successor from the family of the last incumbent provided any member of that family shall be capable of the duty of Karnam but of no member of it shall be capable of discharging that duty. I shall exercise my descretion in the appointment of a proper person. The name of the person appointed to succeed shall be reported to the Collector.

7th. The Government having charged itself with the maintenance of the Police of the country will defray the entire expense of that establishment. I shall nevertheless aid and assist its officers in apprehending and securing offenders of all description and shall enquire and give notice to the magistrate of all robbers or disturbers of the Public Peace who may be found or who may seek refuge in my Zemindary.

8th. I shall enter into engagements with my ryots either for a rent in money or in kind and shall within a reasonable time grant to each ryot a patta or cowle clearly defining the amount to be paid by him and explaining every condition of the engagement and I shall grant or cause to be granted regular receipts to the ryots for discharges in money or in kind made by them to me or for my account. If after the expiration of a reasonable period of time from the execution of my Cabooleat I shall neglect or shall refuse to comply with the demand of my underformers or Ryots for the pattahs and receipts above mentioned I shall be liable to be sued in the Adaulett of the Zillah and I shall also be liable to such damages as may be decreed by the Adaulett to the complainant.

9th. Being sensible of the benefits conferred on me by these institutions and the Regulations of Government and confident of enjoying the fruits of my industry I shall be punctual in my engagements with Government. I shall conduct myself with good faith towards my ryots whose prosperity is inseparably connected with my own. I shall treat them with tenderness, encourage them to improve and extend the cultivation of the land and by the foundations of my own happiness in the permanent property of my Zemindary.

10th. Continuing to perform the above stipulations and to perform the duties of allegiance to the British Government its laws and Regulations I consider myself authorized and empowered to hold in perpetuity to my heirs and successors and assigns at the permanent assessment herein named the Zemindary of Shevagherry. In testimony of all which I have hereunto affixed my seal and signature in the presence of Edward Penton Thompson Collector and Charles I. Bird Sub-Collector this day

(Signed) R. P. THOMPSON,
Collector.

(True copy)

No. 106.

To

THE SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

With reference to your letter of the 27th Ultimo, I have the honour to state that the hamlets bearing the two names of Meenatchypoorum and Sennycolum as mentioned in the 2nd para of my communication of the 11th June is a Mazrah belonging to Karoovalamvandanallur which was resumed by order of the Board in 1821 and that the Muzrah belonging to it was also resumed at the same time.

I have the honor to be, etc.,

TINNEVELLY–SHREEVELLYPOOTORE
COLLECTOR'S OFFICE,
15*th August* 1840.

(Signed) E. P. THOMPSON,
Collector.

(True copy)

No. 121.

To

THE SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

Para. 1. I have the honor to report for the information of the Board of Revenue the death of Jagaveera Rama Vencataswara Yettappa Naicker late Zemindar of Ettayapoorum the largest and most valuable estate in the district. He has left a family of four sons and one daughter the eldest of whom by the rules of the Tootier caste is entitled to succeed his father in all his rights and privileges as well as to his property of every description with the understanding of providing for the other members of the family in a suitable and proper manner.

2. Jagaveera Rama Coomara Yettapa Naicker the eldest son is now in his 23rd year and from the opinion I have been able to collect from others and from my own personal knowledge and observation of him I should say is quite capable of conducting the affairs of the estate and willing to provide suitably for his relations and I beg to recommend that he may in future be considered the Zemindar.

I have the honor to be, etc.,

TINNEVELLY–TENCAUSEY
COLLECTOR'S OFFICE,
9*th September* 1840.

(Signed) E. P. THOMPSON,
Collector.

(True copy)

No. 139.

To

THE SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

Para. 1. I have the honor to report on the Shevagherry estate as requested in your letter of the 30th January last, when forwarding 2 petition from the Zemindar praying to be relieved from the payment of the balance which accrued against the estate when it was under attachment.

2. The circumstances of this Zemindary have been so frequently and fully laid before the Board that a repetition of them seem uncalled for in the present instance.

3. After the estate had been under Circar management for 8 years from 1827 to 1835 the balance which was originally Rupees, 48,650 had increased to Rupees 1,29,335–2–5. The Zemindar then agreed to liquidate the amount in the following manner. To pay down in ready money Rupees 16,167 and to discharge the remainder Rs. 1,13,168 by twelve annual instalments of Rs. 9,431 in addition of the current peishcush of each year amounting to Rs. 56,000.

4. The Government were pleased to accept these terms and the Zemindary was accordingly made over to the proprietor in 1835. Six years have now elapsed since the estate has been restored and it will be satisfactory to the Board and the Government to know that their indulgent clemency has been fully and honorably acknowledged by the Zemindar by the faithful and punctual fulfilment of all the conditions of his engagement. The large amount of current kists has been regularly paid and the additional heavy demand of Rs. 9,431 has also with a little indulgence been punctually discharged.

5. The following statement shows the amount outstanding when the estate was given over to the Zemindar and the sum he has paid in liquidation of the same amounting to Rs. 63,322.

	RS.	RS.	A.	P.
Balance up to Fusly 1242		129,335	2	4
Paid by Zemindar in ready money	16,167			
Paid as instalment in Fusly 1245	9,431			
Do. 1246	9,431			
Do. 1247	9,431			
Do. 1248	9,431			
Do. 1249	9,431			
		63,322	0	0
Balance due ..		66,013	2	4

6. The punctual fulfilment of his engagement however have not been effected without great personal exertion and without retording in some measure the prosperity of the estate and of the people living in it.

7. The petition under reply contains the earnest prayer of the Zemindar that the Government will be pleased in consideration that the greater portion of the balances originated under Sircar management, to forego the amount still due under this head, and permit him to enjoy his estate on payment of the Regular Peshcush. There are many reasons which induce me to recommend the Zemindars petition to the favorable consideration of Government.

The first is that the primary misfortunes of the Zemindary and which brought it first into debt, were occasioned by a very severe storm in 1827 that deluged the country—burst the tanks and otherwise caused vast loss of property.

Originally Rs. 48,650.
Increased under Cirkar management to Rs. 12,9,335–2–4.

Secondly. The greater part of the balances accrued when the estate was under management.

Thirdly. That had the zuft superintendence been more effectual the disastrous results would not have taken place.

6 para Board Proceedings 5th January 1835.
Original balance Rs. 48,650.
Paid by the Zemindar up to this time Rs. 63,322.

Fourthly. That the Manager has already paid more than the amount of the original balance.

Fifthly. That the manager has through good reasons and bad faithfully adhered to his engagement at great personal privations to himself and family.

Sixthly. That the heavy additional demand against the Zemindary draws largely from the resources of the estate which would otherwise go to its improvements.

Seventhly. The excellent character of the Manager and of his son the young Zemindar, both of whom in every respect deserve the favourable and indulgent consideration of Government and

Eighthly. The treatment that other estates under similar circumstances have met with although the owners have done nothing to merit any consideration from the Government and have never exerted themselves to clear their property, whereas the Zemindar of Shevagherry has struggled through his difficulties and devoted himself to the improvement of the estate and to the people living on it in a manner mostly creditable to him.

8. In respect to the last remark I beg particularly to refer to the case of Uoothoomalay where the Government indulgently remitted the whole of the balance amounting to Rupees 1,70,179–0–6 notwithstanding the Zemindar bore the worst of characters and had for a series of years done all in his power to oppose the collection of the kist and to deteriorate the estate. The Shevagherry Zemindar on the contrary is one of the most respectable Poligars in the Zillah and in six years has brought his estate notwithstanding uncommon disadvantages to an admirable state of order.

9. These are the reasons I would strongly urge for the favourable consideration of the petition and I am certain the liberality of Government will never be better bestowed than in relieving the Zemindar from the heavy burden under which he is now struggling and thus enable the estate which has been severely tried for the last few years to recover its position and resume its natural appearance of prosperity and comfort.

10. No one unless possessed of the determination and steady perseverance which marks the Manager's character could have extricated the estate from the difficulties it was surrounded and the greatest credit is due to him for his conduct. I have constantly visited the estate and have never heard a single complaint against the Manager or the young Zemindar; on the contrary all his people are fond of him and acknowledge that they are treated with the greatest consideration and kindness.

I have the honor to be, etc.,
(Signed) E. P. THOMPSON,
Collector.

TINNEVELLY COLLECTOR'S OFFICE,
17*th October* 1840.

N.B.—The petitioner No. 3 is herewith returned.

(True copy)

No. 18.

To

THE SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

With reference to an extract from the Proceedings of the Board of Revenue under date the 7th December last and an extract therein annexed from a general letter from the Honorable the Court of Directors, dated 15th July 1840 I have the honor to submit the accompanying statement shewing the receipts and disbursements as well as the net Jummah of the Zemindary in each fusly since its assumption by Government up to fusly 1249 and to state that agreeably to the instructions conveyed in a letter from the Board of Revenue, dated the 1st December 1834 the Circar purchased the Zemindary of Chokumputty when put up to public outcry, for 8,000 Rupees on the 26th of that month and credited the amount in liquidation of the balance of Peshcush against that Zemindary. Although

the Zemindary was normally brought to Iyen accounts in fusly 1244 Rs. 25,550 were still credited on account of the Peshcush due for that fusly out of the net proceeds and the remainder was carried to credit under the head of purchase of land. The proceeds of the Zemindary therefore has only actually been brought to Iyen account from fusly 1245.

2. According to the accompanying statement the net produce of the Zemindary from 1244 to 1249 is Rs. 2,41,081–7–5 as stated in column 13 after deducting the payments made on account of village sibhundy, Devastanums and charities amounting in all to Rs. 23–15–8. As also irrecoverable Balance amounting to Rs. 1,996–7–11 and a sum of 1,816–9–7 being a falling off in the price of paddy abovementioned sum of Rs. 2,41,081–7–5 added to the extra Revenue amounts to Rs. 2,42,094–14–0. Out of this after deducting the total collections of Rs. 2,17,996–11–5 there was a balance of Rs. 24,098–2–7 which remained uncollected at the end of the fusly 1249 of this balance Rs. 23,295–5–1 has actual balance of fusly 1249 only a great part of this however has been realized in the current fusly (1250).

3. With respect to the large expenditure of Rs. 14,669–3–0 incurred on account of maramut works from fusly 1246 to 49 it is necessary to remark here that the Zemindary had not, it appears, undergone proper repairs during the time it was under the management of the Zemindar nor was any work executed till two fuslis had elapsed after the Zemindary develved upon the Circar. Consequently the large expenditure that was made was deemed essentially necessary for the improvement of cultivation. Owing to the above expenditure and the establishment entertained by the Circar for the proper management of the Zemindary the annual Beriz of Rs. 3,400 and odd derived in fusly 1244 was increased to nearly 50,000 Rupees from fusly 1247.

4. The following is a statement of incomes and expenditure taken on average.

	RS. A. P.	RS. A. P.
Amount of annual Jummah on average formed from the total amount of six years in column 9	..	40,815 12 2
Deduct average irrecoverable balance, etc., formed from column 12	762 9 11	
Deduct the amount of sibhendy including saderwared for one year	2,844 0 0	
Deduct average maramut formed from column 18	3,667 4 9	
Deduct Obbedy Sibbendy for one year	230 0 0	
Deduct average sundry charges	4 15 6	
		7,508 14 2
		33,306 14 0
Deduct amount appropriated for the charity, choultry at Courtalam as per sanction dated the 25th January 1838 ..	3,130 0 0	
Deduct amount to be appropriated to the Devastanum of the Zemindary for which a letter was addressed from this office on the 17th December 1836 requesting sanction for the same	900 0 0	
		4,030 0 0
		29,276 14 0

5. From the above it will be seen that the net Revenue exclusive of all the deduction above specified is Rs. 29,276–14–0 from this should be taken the amount Peshcush formerly paid to Government, viz., Rs. 25,550 and there remains a sum of Rs. 3,726–14–0. There has however been an annual stipend granted for the support of the 3 widows and a son of the deposed Zemindar Chinnanunja Taven as per sanction of the Government, dated the 21st February 1826 this amount.

viz., Rs. 1,140 should I submit form a further deduction and of the Residue I would recommend Rs. 2,500 to be assigned for the maintenance of the ex-Zemindar and his family stopping the allowance of 200 Rs. per mensem now paid to the Ex-Zamindar under the orders of Government, dated 22nd of May 1838. It remain for the consideration and decision of Government whether under all the circumstances of the case it will be deemed fit to exercise an act of munificence towards the ex-Zemindar in remitting the balance of Pesucush of Rs. 44,652–2–11 standing against him as exhibited in the accompanying statement.

RS.	A.	P.
3,726	14	0
1,140	0	0
2,586	14	0

I have, etc.,

TINNEVELLY COLLECTOR'S OFFICE, (Signed) W. C. OGILIVE,

4th February 1841. *Ag. Collector.*

(True copy)

No. 77.

To

THE SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

With reference to an extract from the proceedings of the Board under date the 26th of November 1840 I have the honor to forward the Istimrar Sunned originally granted to the Zemindar of Shevagherry. It is in a very damaged state and is packed in an accompanying parcel. It is difficult to ascertain and specify what private interests in particular might be intrenched upon by the issue of a new Instrument but there are numerous boundary disputes which might be materially affected by the adoption of such a measure.

I have, etc.,

TINNEVELLY–TENCAUSEY, (Signed) W. C. OGILIVE,
COLLECTOR'S OFFICE, *Ag. Collector.*
15*th July* 1841.

(True copy)

No. 109.

To

THE SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

In obedience to the instructions contained in the extract from the Proceedings of the Board of Revenue, dated 23rd April 1841, I have the honor to submit two statements of the Demand charges and net Revenue of the Chokumputty Estate. The first shews the average of the past seven years and as the Board observe, "will not exhibit a fair result" because during the first three years of that period the estate was not managed with that attention which has been paid to it since it has been embodied with the Cirkar lands of the District. The average found by the calculation in the 2nd statement being that of the produce of the four years since the purchase of the land by Government would seem to give more just data for fixing the proportion intended to be paid for the support of the family of the Zamindar. In these years, however, it is to be observed that the outlay in the

Maramut Works as exhibited in the margin have swelled the item of charges and therefore reduced the amount of net revenue on which the allowance to the late Zemindar's family is to be calculated while the effect of this outlay will be advantageously felt in future years. Further increase of Revenue to any extent can only be expected by further improvement in the means of irrigation. To admit a claim of the Ex-family to share in such expected improvements to be caused colely by a more enlightened and liberal system of management in years long after their connection with the estate has ceased and after a large demand of arrears already relinquished to, Government, appears over liberal and I therefore recommend that the allowance be fixed in the average gained in the 2nd statement which at 1/5 or 20 per cent would give the family of the Ex-Zemindar Rupees 8,018–12–11 per annum of which Rupees 2,400 would be a life payment to Valungapooly Taven Ex-Zemindar now at Trichinopoly leaving for their support Rupees 5,618 per annum.

Fusly.	RS.	A.	P.
1247	1,634	10	6
1248	4,238	13	4
1249	4,061	12	4
1250	1,379	7	2
	11,314	11	4

Para. 2. In reply to the last Para of the extract of the Boards Proceedings I beg to state that as the near relatives of the Ex-Zemindar are females all residing with the son or with their husband who seem to have no claims on the estate. It does not appear desirable to assign a separate allowance to each member of the family.

I have, etc.,

Tinnevelly Collector's Office,
11*th September* 1841.

(Signed) H. C. Montgomery,
Collector.

(True copy)

No. 120.

To

The SECRETARY to the BOARD of REVENUE,
Fort St. George.

Sir,

Para. 1. I have the honour to request the attention of the Board to Mr. Thompson's letter of the 17th October 1840 reporting on a petition from the Zemindar of Shevagherry who solicited the indulgent consideration of Government in regard to the payment he had engaged to make in liquidation of the arrears outstanding against him when the estate was restored.

2. Depending on the Government favourably receiving the prayer of his petition recommended so strongly by the late Collector, the Zemindar has not for the past fusly paid the amount on account of arrears (9·431) according to the engagement he entered into with the very forcibly expressed document which Mr. Thompson has recorded in the Zemindar's favour. I do not feel disposed to urge the discharge of the stipulated instalment.

3. From the enquiries I have made I am happy to be able to state that the character of the present Zemindar is such as to justify the good opinion Mr. Thompson entertained of him and there can be no doubt that the annual payment of so large a sum as 9,431 Rupees in addition to the fixed Peshcush of Rs. 56,000 is a drain on the resources of the estate injurious to the interests of both Zemindar and ryots and a check to the improvement of the country.

4. Under the circumstances already stated by Mr. Thompson especially the facts that the greater part of the balance accrued when the estate was under management and that the Zemindar has already paid considerably more than the amount of the original balance the case of the Zemindar appears so peculiarly deserving of the indulgence of Government that I hope I shall be executed in

again bringing it to the notice of the Board. The Peshcush for 1,250 was received in full within the fusly but unless I receive the orders of the Board to the contrary the demand will not be made for the instalment on account of arrears for the same period arrears for the same period.

I have the honor to be, etc.,

TINNEVELLY–TENCAUSEY,
9th October 1841.

(Signed) H. C. MONTGOMERY,
Collector.

(True copy)

No. 147.

To

THE SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

I have the honor in reply to the 2nd para of the extract from the Board's proceedings under date 8th instant, to report that considering the grant of any allowance to the son of the Ex-Zemindar of Chokumputty a boon and an act of great liberality on the part of the Government who have already suffered loss to the extent of Rs. 44,602 by the balance of Peshcush still due on the estate and as Ex-Zemindar has received 200 Rs. per mensem from the Government since the month of May 1838 it appears unnecessary that the allowances now assigned to the family, should be calculated further back than the 30th October 1841 the date of the Government sanctioning the arrangement proposed. Should the Board think otherwise I would recommend that they should commence with the present fusly 1251.

I have, etc.,

TINNEVELLY,
30th November 1841.

(Signed) H. C. MONTEGOMERY,
Collector.

(True copy)

No. 166.

To

THE SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

Para. 1. The Chokumputty estate being now by the orders of the court of Directors finally incorporated with the Junuff villages of this district there seems no longer any good reasons for maintaining it as a separate Talook while the existence of it as such only buoys up false hopes in the family of the Zemindar and causes some unnecessary charge on the Government.

2. The estate consists of 18 villages comprising 8,978–4–5 3/8 Cottahs of Nunjah and 13,999–29/32 chains of Poonjah and yielding a Revenue averaging in the last 5 years Rs. 44,896.

3. I propose to transfer 6 of these villages as noted in the margin to the Talook of Sunkerninarcoil to which they are adjacent and the remaining 12 to the Talook of Tencausey.

4. The transfer of the six villages to the Talook of Sunker Ninarcoil may be made without any addition being given to the establishment of that Talook save 2 Taruffdars and 5 peons.

5. The duties of the Tencausey Talook already rather more heavy than some others will be so far augmented as to require the retention of part of the establishment now maintained in Chokumputty.

6. The following statement will shew the alteration I propose making in the Moyenzabitah and as a reduction of Rs. 62 per mensem in the charge will be effected thereby. I trust the Board will favour me with their approval of it.

7. The proposed increase to the pay of the Tahsildar of Tencausey is recommended on the ground of the increased importance of his charge and in order to prevent that Talook as hitherto has been the case being shunned rather than sought after by efficient officers. The proposed increase to the Turffdars or carkoons will merely make their pay equal to that of the other Turffdars throughout the rest of the District.

I have, etc.,

TINNEVELLY,
27th December 1841.

(Signed) H. C. MONTGOMERY,
Collector.

(True copy)

ENCLOSURES

I

Names.	Extent of land. Nanja.	Punja.	Average beriz of 5 years.
Teroovettu .. .. } Nelloor	628 12 6-7/8	1,441-5/16	4,095
Teroomalanaauthen .. .. } Poodoocoody	1,043 15 4¾	1,205-45/64	3,816
Vereroopoo	147 11 7-5/8	160-5/8	945
Coolasageramungalem	1,167 13 6	2,225-3/32	4,546
Vechindaw	190 6 2¼	1,257-29/64	1,036
Vallalancolum	184 15 5½	811-13/16	931
Total ..	3,362 13 1	7,102	15,369

II

Chokumputty	1,175 19 4½	2,154-25/64	6,342
Vyravancolum	600 19 7-5/8	446-25/32	4,511
Cooleanary	615 11 2¼	833-39/64	1,576
Anacolum	81 18 5	489-11/32	559
Wooramalalagean	628 3 5-1/8	1,143-23/64	3,658
Combanary Poodoogoody	1,144 9 0-7/8	563-29/32	3,496
Ninaragaram	594 0 3-7/8	367-3/16	2,426
Chollarapuravoo	206 3 4	161-11/16	814
Coonnacody	159 10 4	1-11/16	2,211
Vullum	153 17 0	358-63/64	2,209
Moonnadycherry	104 12 3¼	36-51/64	375
Sevanadanoor	150 12 3-7/8	340-11/16	1,350
Total ..	5,615 12 4-3/8	6,897-29/32	29,527

III

Present establishment of Chokumputty.	Rs.	Proposed addition to the establishment of Sunkerninarcoil.	Rs.	Proposed addition to the establishment of Tencausey.	Rs.
1 Tahsildar ..	50	2 Turfdars ..	14	Increase to the pay of Tahsildar ..	15
1 Moozoomdar ..	17½	5 Peons	17½	1 Gomastah ..	10½
1 Gomastah ..	10	Saderward ..	1	1 Sumpredy ..	5
1 Do. ..	8			1 Duffadar ..	5
1 Jewaleneness ..	7			10 Peons	35
1 Sumpredy ..	5			3 Turpars ..	21
1 Shroff	3½			Saderward ..	2
15 Peons	45				
1 Masalchi ..	2				
1 Maramut Gomastah	5				
5 Turfdars ..	25				
Saderward ..	5				
	188				
Proposed addition	126				
Reduction ..	62		32½		93½

No. 21.

To

THE SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

I have the honour to acknowledge the receipt of your letter of the 7th instant directing me to take measures for giving effect to the orders of Government authorizing the payments of the allowance lately granted to the family of the Ex-Zemindar of Chokumputty from the date of the purchase and assumption of that estate.

Para. 2. As the execution of these orders will cause the disbursement of a large sum of money, the amount of which it is not possible the Government may not be fully aware of and as I am persuaded that the motives of the Government in this exercise of its liberality will not be duly appreciated while the liberality itself will be wholly misapplied and not called for in the present case. I venture to suspend till further instructions the carrying out the directions of the Board and to make a few observations which I request may be submitted to Government in the expectation that on a reconsideration of the case they will see some grounds for modifying their present determination.

3. The Zemindary of Chokumputty was permanently assumed by Government in December 1834. Since May 1838 an allowance of Rupees 200 per mensem has been paid for the support of the Ex-Zemindar and previous to that period the accounts of this District shew disbursements at different times to the amount of Rs. 894–6–10 independant of charges incurred during his confinement at Ghooty. An annual allowance of Rs. 8,018–12–11 inclusive of the above 200 Rupees per mensem of 2,400 Rupees per annum has been allotted for the support of him and his family. The amount therefore to be paid in arrears up to 1st December last since which time the regular monthly payment of the allowance in full was made from this treasury will be Rupees 46,321–3–8.

4. The estate it will be remembered was put up to auction for the arrears of Peshcush which had accrued during the misrule of the Ex-Zemindar and so great was the dread of his name and so reduced had become the condition of the Estate and of its inhabitants that no person could be induced to bid for it and it was

purchased on account of Government for 8,000 Rs. leaving after crediting that sum to the Zemindar's account, a balance still due to the Government of 44,662–2–11 without any addition of interest.

5. Notwithstanding the character of the Zemindar who had for years previous been a curse to all well disposed persons coming within reach of his iniquities notwithstanding his setting the Government at defiance and affending in every possible way against its regulations, an allowance allowing him every comfort in moderation he would require, has been regularly paid to him for the last 4 years and this has now been followed by a munificent provision for his family consisting of his wife an only son and a few female relations.

6. The assignment of this latter allowance has created surprise in the minds of the people of the District and has been totally unexpected by the Ex-Zemindars son, it has placed the family in a far better condition than it would have been, had the Zemindary remained in the hands of the Head of it or had it been restored to his son in the unpoverished state it was received by the Government. It has been accepted by the Family as a boon unmerited, the free gift of a bountiful Government on whom the Head of the family had forfeited all claim by a series of ill conduct almost unequalled.

7. To heap further bounty where it has already exceeded the bounds of expectation seems inexpedient and likely to encourage an idea that wrongs have been suffered and redress required as well as to Give strength to the impression in the public mind that the authority of Government and the laws may be set at naught with some degree of ultimate impunity.

8. In addition to the above it is certain that the payment of these Rupees 46,321–3–8 will not in reality benefit the persons for whose use it is intended, for no sooner will it be known that so large a sum is received than the creditors of the Ex-Zemindar will assail the son who will be forced with the connivance of his father to satisfy such of them as accede to his terms, and the Government will in all probability be aiding the Ex-Zemindar in raising money at the expense of his son and be paying the usurers who furnished funds to the father in the height of his wicked career.

9. With this view of the case I trust I may be excused in again suggesting that the allowance of 8,098–12–11 Rupees per annum to the family of the Ex-Zemindar commence from the date of the sanction of Government viz., 30th October 1841 instead of from 24th December 1834 the date of the purchase and assumption of the estate thus saving the Government a useless expenditure of Rs. 45,609–14–2.

I have the honor to be,

Sir,

Your most obedient servant,

(Signed) H. C. Montgomery,
Collector.

Tinnevelly,

Nanganary,
26*th February* 1842.

(True copy)

No. 50.

To

The SECRETARY to the BOARD of REVENUE,
Fort St. George.

Sir,

Para. 1. I have the honor to report the death of Coomarah Pethanah Naicker the Zemindar of Attengarry in this Province. This event took place on the 20th December 1841. The deceased Zemindar was a young man who succeeded his father only in 1838 under the sanction of the Board noted in the margin. The annual Peshcush of this Zemindary is Rs. 3,500 and there is no arrear against it. The mother in reporting her son's

To the Board 20th February 1838.
From dated 5th March 1838.

death stated that Coomarah Pethanah Naicker died leaving two young widows and without issue that the widows were well provided for (according to the custom of her caste) by the alienation of 3 kottahs of wet and 25 chains of dry land for their support and she prayed her youngest son Chokalingah Pethanah Naicker who is 13 years old and of the direct male line of the family might be recognized the Zemindar of Attengarry. I have ascertained through the Tahsildar that the statement of the mother is correct and that the 2 widows are content with the allotment made for their subsistence and they agree to the succession of their brother-in-law to the estate to this effect the widows have also addressed me an arzee. Under these circumstances I beg to recommend that Chokalinga Pethanah Naicker the younger brother of the deceased Zemindar may be acknowledged the Zemindar of Attengarry and in consequence of his being only 13 years of age that he and the estate be taken under the protection of the Court of wards and continued under the circar management during his minority which will expire in November 1847.

2. Having ascertained from enquiry and satisfied myself by personal examination of them that the relation of the Zemindar were not qualified either by education or character to manage the estate during his minority and that it would be beneficial to his interest that it should be assumed I deemed it expedient to take the estate under my control in February last.

3. The property consisting of Gold and silver Jewels Brass utensils etc., of the minor was carefully examined and an inventory of the same taken by the Tahsildar and lodged in his cutcherry, the jewels amounting to Rs. 2,811–10–0 are deposited in the Huzoor Treasury as also the Sunned Istimrar.

4. According to a rough estimate sent in by the ameen, the revenue of Attengarry for the current fusly 1251 may be expected to be Rs. 9,384 and after deduction on account of alienation of land to the Zemindars relations and maniems the net revenue Rs. 8,240. I have consistent with this prospect made out estimates of the expenses for the subsistence of the minor and family and for the management of the estimate and private farm, the former amounting to Rs. 705 and the latter to 672 per annum. Statements No. 1 to 4 explanatory of the same are submitted and I request the sanction of the court for the disbursement of these sums from the annual revenue of the estate.

5. With reference to the Board's circular letter dated 20th December 1841 conveying the wishes of Government respecting the proper education of the court's wards either by providing them instructions in the Provinces or by sending them to the University at Madras, I propose shortly to remove Chokalingah Pethanah Naicker the minor from the Zemindary to the town of Tinnevelly for the purpose of placing him at the English and Tamil school supported by Soolochenum Moodaliar and under the immediate superintendence of an English School Master. The minor is at present more backward in education than other boys of his age and if longer left to the sole care of his prejudiced and illeterate relations will when he becomes of age be no better able to manage the affairs of his estate than as I have above remarked that I consider his relations now to be.

TINNEVELLY,
TIRUCHENDOOR,
5th May 1842.

I have, etc.,
(Signed) H. C. MONTGOMERY,
Collector.

Statements are in the record.

(True copy)

No. 60.

To

THE SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

I have the honour to state for the information of the Board, that Senkerlinga Chinniah Naicken the Zemindar of Munnarcottah in this District, died on the 2nd Ultimo, leaving 3 widows and 2 sons, the elder of whom Ramasawmy Chinniah

Naicken has attained the age of 21 years and claims succession to the estate. I have had an interview with him and find him somewhat sensible and quite able to conduct the affairs of the Zemindary. I therefore beg to recommend that he be acknowledged the Zemindar of the above Pollum. The Peshcush is Rs. 5,208 per annum and has been paid without any arrear up to the demise of the late Zemindar.

TINNEVELLY,
TENCAUSEY,
11*th June* 1842.

I have, etc.,
(Signed) H. C. MONTGOMERY,
Collector.

(True copy)

No. 71.

To

THE SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

Para. 1. I have the honor to report the death on the 12th ultimo of Ramootalavachy female, the Zemindar of Cadumboor.

2. The records of this office show that Ramoothalavachy was in the month of March 1838 recognized as the proprietor of this Estate in pursuance of a decree passed in her favor by the Court of Sudur Adalut on appeal to them, the grounds of this decision being that she was the senior widow of her husband the last Zemindar.

3. Ramootalavachy having no issue the succession to the Estate is now claimed by her surviving sister Mootootalavachy the 2nd wife of the late Zemindar and by Tungamanachyar the widow of the late Zemindar's elder brother who succeeded him in possession of the Zemindary. The claim of the latter was however formerly set aside by the succession above referred to when it was placed in competition with that of Ramootalavachy whose death is now reported, and it appears to me that on the same grounds that the Estate was decided to descend to Ramootalavachy as senior widow of the Zemindar last in possession. It must now descend on her sister the 2nd wife and now senior widow of the same person.

4. I have the honor to submit for the satisfaction of the Board copy of the decree of the Sudur Court, though the quotation from it of the following paragraphs may be thought sufficient first. Paras 23rd and 24th shew the rejection of the claim of Tungamanachar and Paras 29 and 30th the admission of that of Ramootalavachy and the acknowledgment as the 2nd widow of Mootoo Talavachy her surviving sister whom I therefore now request the sanction of the Board to recognize as proprietor of the Zemindary.

5. The Estate is charged with an annual Peshcush of Rs. 3,850 which has been punctually paid up to the end of the current fusly.

"23. Coomarasawmy Talaven sumbooly Pandia Talaver having been un-"divided brothers there can be no question that the former having died without "male issue the latter as his brother and nearest male heir became entitled to "the Zemindary as sole proprietor in exclusion of his said brother's widow and "daughter and it is equally certain that according to the provisions of Hindu Law "the said Sumbooly Pandia Talaver having died without male issue and having "no Coheir's male, his widow is entitled as his nearest heir to the estate and that "his brother's widow is entitled to nothing more than maintenance.

"24. This being the case it becomes necessary for this court to declare "which of the two contending widows of Sumbooly Pandia Thalaven is entitled as "his first widow to the possession of the Zemindary in dispute."

"29. The evidence brought forward by Numba Thalavachy to prove that "she was married to Sumbooly Pandia Thalaven is that of the 1st, 2nd, 3rd, 4th "and 5th witnesses in original suit No. 9 of 1833 who all deposed on oath that "Sumbooly Pandia Talaver married 3 wives that Numba Talavachy was the 1st

" wife. Another witness Naranuingar also deposed that Numba Talavachy was
" the first wife of Sumbooly Pandia Talaven. On the other hand the plaintiff
" Ramootalavachy in original suit No. 3 of 1832 has brought forward numerous
" witnesses who have sworn that Sumbooly Pandia Talaven never married any other
" wives than Ramootalavachy and Mootoo Talavachy and that Numbathalavachy is
" an imposter and it may be observed that although little dependence can be placed
" on the veracity of witnesses in such suits as these, the witnesses brought forward
" by Ramootalavachy are apparently of a better description of persons being for
" the most part public servants and that the weight of this description of evidence
" is in the opinion of the court decidedly in favor of Ramootalavachy.

" 30. In favor of Ramootalavachy is also this circumstance, that Numba
" Talavachy did not come forward on the death of her alleged husband and is not
" mentioned until she is named in the answer filed by the defendants Goomathy
" Moottoo Nachiar on the 23rd of July 1833."

TINNEVELLY,
TENCAUSEY,
11*th July* 1842.

I have, etc.,
(Signed) H. C. MONTGOMERY,
Collector.

(True copy)

No. 108.

To

THE SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

Para 1. I have the honor to acknowledge the receipt of your letter of the 9th June last calling for my opinion as to the propriety of relieving the Zemindar of Nadoovacoorchy of a portion of the arrears which have accrued while the estate has been under the circar management.

2. This Zemindary as the correspondence which has passed on it, shews, was attached in March 1830 for arrears of Revenue to the amount of Rs. 1,050. The balance against the estate now outstanding is Rs. 12,098–7–8. In 1837 endeavours were made by Mr. Eden to induce the Zemindar to enter into some arrangements for the liquidation of a portion of the balance then outstanding and the due payment of future peshcush, but though the Zemindar was frequently called on by that gentleman he was quite unable to offer any terms which Mr. Eden thought himself warranted in recommending for aceptance with a view of the restoration of the estate to its owner. Since that period the balances under the Circar management have increased and with these of course the inability of the Zemindar to satisfy the demand against him. For fusly 1250, the entire Peshcush was realized and the sum of Rs. 739–15–8 was also carried to the credit of the Estate. In the last Fusly 1251, I sanctioned the outlay of Rs. 889–10–8 for repairs to the works of irrigation and but for the recovery of this outlay the Peshcush of the present year would have been realized in full.

3. Mr. Eden has stated his opinion that the state is highly assessed and these are grounds for such an opinion but it does not appear that the Zemindary was well managed under the Zemindar and his influence since its attachment as described by Mr. Eden has always been a bar to the due eliciting of its resources. The effects of the Maramut expenditure even of the last year are apparent and the renewed application of the Zemindar for the restoration of the Estate to him on its old terms, tend to show that though it may be highly assessed it is not more so than with good management it can yield.

4. The present Zemindar is ignorant and indolent and unfit of himself to manage any thing, but as the Court of Directors appear averse to his being on this occasion deprived of his Estate, and as he has tendered to me a proposal to give security for the liquidation of the arrears against the Estate at 500 Rupees per annum, on condition of its being restored to him, and also at once to pay up the

balance of Peshcush due for the fusly just expired. I would recommend that these terms be acceded to on the full understanding that if the Estate again fall in arrears it will be without fail sold for those which have now accrued, and the punctual performance for some time of his agreement to liquidate these arrears may on a future occasion be grounds for any indulgence in the way of their remission which the Government with its wonted liberality may be pleased to extend to him.

Rs. 527-2-3 after deducting Rupees 1,186-13-2 being the value of grain sold.

TINNEVELLY,
TENCAUSEY,
13*th September* 1842.

I have etc.,
(Signed) H. C. MONTGOMERY,
Collector.

(True copy)

No. 27.

To

I. D. BOURDILLON, ESQUIRE,

SECRETARY TO THE BOARD OF REVENUE,

Fort St. George.

SIR,

Para. 1. I have the honor to report with reference to the extract from the Board's Proceedings, dated the 14th November last that the Nadoovacoorchy Zemindary has been made over as directed to the Zemindar. He found considerable difficulty in affording the required security even for Rs. 525 this year as half of the original balance of Rs. 1,050 due by him and I cannot but fear the Estate must of necessity ere long fall again in arrears and under management. The Zemindar has neither means for the future punctual discharge of his Peshcush nor energy to restore the resources of the Estate. Considerable maramut outlay is required which he has neither the will nor power to undertake. He does not possess the necessary influence over the people. Many have left the place; and without involving himself in debt or pressing unfairly on the Ryot, I fear even the current Peshcush is not likely to be realized.

2. I lately passed through the Estate when on circuit and have also had conversation with the Zemindar. He admitted the depressed state of the Zemindary but wished to attempt its management once more. I, of course, did not discourage him but merely warned him against levying any undue exactions on the ryots who are chiefly of the poorest order. I believe it would have been far wiser for himself and better for the people if he would consent to give up an Estate which he cannot manage for a fair and liberally commuted allowance from Government.

3. The estate can only be restored by a considerable outlay and permanent and efficient management; neither of which are within the means of Coottala Taven. Personal conference and enquiries regarding him lead me to concur entirely in the opinion expressed in the 4 Para of Sir Henry Montgomerys letter of 12th September last as to the indolence and incapacity of the Zemindar and should the Estate again fall into arrears I conclude the understanding mentioned in my predecessor's letter is to be acted upon. By giving up the Estate on the present terms a dead loss to Government ensues about 12,000 Rupees which under a proper outlay and Permanent management might in a few years be gradually recovered.

TINNEVELLY,
10*th February* 1843.

I have etc.,
(Signed) E. B. THOMAS,
Acting Collector.

(True copy)

No. 40.

To

E. C. LOVELL, Esquire,

Acting Secretary to the Board of Revenue,

Fort St. George.

Sir,

Para. 1. With reference to para 5 of Sir Henry Montgomery's letter to the Board of the 5th May last and with a desire to carry out views thereon expressed with regard to the young Zemindar of Attengaray I sent for him to visit me when lately out on circuit in his neighbourhood, and after some difficulty persuaded him to come in and meet me at Tinnevelly for the purpose of inducing him to reside here for a time and enter Soolochenum Moodeliars school. I have introduced him to the school and to a number of intelligent boys there, the sons of the Public servants and other respectable and wealthy inhabitants of the place. He has consented to try it for 6 months, and being naturally a quick lad, now 16, I think not only the regular instruction, but the intercourse with other intelligent boys of his own age, calculated to be of great future benefit to him. On his own estate, in a retired village, he sees none but poor dependants, has no equals or companions; and the servile deference he meets with is only calculated to injure and debase his mind, with nothing to open it, or fit him a few years hence to assume the management of his own affairs with propriety and advantage to himself and his dependants. His relations chiefly females, seem to wish to keep him, as is usually the case, to grow up in ignorance and idleness.

in the Satoor Talook.

2. The small additional expense necessary for this arrangement I left assured the Board would sanction it being his own surplus funds in deposit for his real good; and made with his free consent, though at present the Boards ward. Of 4 horses belonging to the Estate, 2 have died, there only now remain one, formerly his grand fathers, 30 years old and perfectly unserviceable and a poney also useless from age. I have therefore, pending the Board's approval, procured him a good poney for 65 Rupees for his own use here and travel with when he goes to Attengaray to visit his mother and relations occasionally (as I have promised) a distance of 50 miles. He had already asked to have the horses he had lost, replaced, and I therefore made the new purchase on condition of his attending the school regularly and now that he is away from the females of his family he appears well contended with the change and is likely to benefit greatly by the arrangement.

Rs. 17–8–6 per month. The estate has been Zuft since February 1842 and the present balance in deposit is Rs. 4,305.

I have etc.,

Tinnevelly,
24th March 1842.

(Signed) E. P. Thomas,
Acting Collector.

(True copy)

No. 85.

To

The ACTING SECRETARY to the BOARD of REVENUE,

Fort St. George.

Sir,

Para. 1. I have the honor to report the death of Yeerachinnammahnaick, the Zemindar of Yeloomaday Zemindary in this District. This event took place on the 8th March 1843. All necessary measures have been taken though the Jummahbundy and a press of other business has prevented my reporting earlier. The amount of annual Peshcush is Rs. 3,675, and there is no arrear against the estate. The Tahsildar of Streevillypootoor Talook, in which Yeloomaday is situated, was

deputed to make the necessary enquiries, to take an inventory of the Property and to arrange the affairs of the deceased Zemindar which he has accordingly done. Yerrachinnamah Naick has left two sons of whom the eldest is called after his father Yerrachinnamah Naick; he is 10 years old, was born on the 19th November 1832 and his minority will expire on the 18th November 1850. The youngest son is Teeroovangadasawmy Naick whose age is 9 years. Besides the 2 sons, the deceased has left a widow Chackamal and his mother Bommamal and some other relations. Owing to the minority of the eldest son the estate was taken under management on the 19th April 1843 and I request sanction to be given for an ameen establishment according to the accompanying list No. 1 amounting annually to Rs. 408 and also for the maintenance of the minor and family which is estimated at Rupees 1,077–10–0 per annum as will be seen on reference to the statement. No. 2, herewith submitted. Property of lesser value such as brass utensils etc., has been carefully secured in the Zemindars house whilst his jewels amounting to Rupees 2,168–14–0 the sunned istimrar and an Accountant-General's receipt for 3 Government Promissory Notes amounting to 10,000 sicca rupees have been sent for and lodged at the Huzzoor Treasury. It will be necessary when the estate is taken under the court of wards to renew the 3 Promissory Notes in the names of the Collector for the time being so as to enable him to draw the interest money due upon the same and this will be done on receipt of the Board's orders.

2. The relations of the minor, nearly all females, being neither inclined nor able to give him an education tending to fit him for his future station, but desirous rather to keep him in the seclusion and ignorance in which I find he has hitherto been living. I shall use my endeavours to persuade the lad and his Brother to come willingly to Tinnevelly and place himself under instruction in Soolochena Moodeliar school, where I have already placed the young Zemindar of Attenkaray. The slight additional expense, Rupees 20 per month from the proceeds of the estate. Entailed by such arrangement will, I have no doubt be willingly approved of and sanctioned by the Board. Both the boys but especially the eldest appear particularly harp and intelligent and capable of benefitting greatly if they can but be brought under proper instruction. They have visited me twice and have now returned to perform some funeral rites for their late Father but I shall endeavour to get them again if possible to Tinnevelly and to the school.

I have etc.,
(Signed) E. B. Thomas,
Collector.

Tinnevelly,
17th June 1843.

(True copy)

Enclosures

No. 1.

Proposee list of servants of the Estate belonging to the minor Zemindar of Yaloomaday in the Province of Tinnevelly for Fusly 1252.

Office or employment.	Amount of estimated charges or pay per mensem. RS.	A.	P.	Amount of estimated charges of pay per annum. RS.	A.	P.
1 Aumeen	15	0	0	120	0	0
1 Sumpredy	7	0	0	84	0	0
1 shroff	4	0	0	48	0	0
2 peons at 3½ rupees each	7	0	0	84	0	0
	33	0	0	396	0	0
Amount of saderwared charges ..	1	0	0	12	0	0
Total aumeen establishment ..	34	0	0	408	0	0

(Signed) E. P. Thompson,
Collector.

Tinnevelly, 17th June 1843.

No. 2.

Statement showing the household the proposed amount of subsistence and other expenses in kind and in money monthly and annual of Errachinnama Naick the minor Zemindar of Yaloomaday in the Province of Tinnevelly for fusly 1252.

——	Monthly expense. In kind. RS. A. P.	Monthly expense. Amount value thereof per mensem. RS. A. P.	Total of expences in kind and in money per mensem. RS. A. P.
Household of the minor.			
1 Errachinnama Naick the minor Zemindar aged 10	..	..	..
1 Teroovengadasamy Naick the younger brother of the minor aged 9	..	..	..
1 Chukummal the mother of the minor	..	..	..
1 Bommammal paternal grand mother of the minor	..	..	..
Expences in kind.			
Rice fine for the use of the four persons averages at 1¼ padee each per diem or 5 for the whole per diem amounting per mensem to 0—18—6 which in paddy is equal to cottahs	2 2 5	4 4 0	51 0 0
Expenses in money.			
Amount value of doll or gram at 1 marcal per mensem	..	0 3 6	2 10 0
Do. tamarind at ½ tulam per mensem	..	0 1 8	1 4 0
Do. other curry stuffs	..	0 12 0	9 0 0
Do. salt	..	0 3 0	2 4 0
Do. ghee	..	1 4 0	15 0 0
Do. gingelly oil	..	1 0 0	12 0 0
Do. lamp oil	..	5 0 0	60 0 0
Do. betel, betelnut and tobacco	..	2 12 0	33 0 0
Do. grain and money expenses for the performance of two anniversary ceremonies for the departed and for other similar monthly ones, etc...	..	..	70 0 0
Do. cloths for the use of the family in the year ..	..	..	70 0 0
Total ..	2 2 5	15 8 2	326 2 0
ibbendy attending the household of the minor and 1 private farm	..	..	..
1 tutor Tamil and Telugco	..	7 0 0	84 0 0
1 estimated charge or pay of school Sulochenum Moodr school, and other expenses montl ly consequent on their the minor Zemindar and his younger brother remaining at Tinnevelly. ..		20 0 0	240 0 0
1 storekeeper and shroff per mensem	..	3 8 0	42 0 0
1 curnum for the farm per mensem	..	2 2 0	25 8 0
2 man servants to attend cultivation affairs	..	2 8 0	30 0 0
2 Bandy man	..	3 0 0	36 0 0
1 Cavilgar to watch the tanks	..	1 8 0	18 0 0
1 sweeper	..	1 0 0	12 0 0
Amount value of cotton seed to feed the cattle	..	6 4 0	75 0 0
Amount value of horse gram and medicine for horses	..	2 0 0	24 0 0
2 maid servants to dress the food	..	2 0 8	24 8 0
2 man servants	..	2 0 0	24 0 0
3 cowherds	..	3 4 0	39 0 0
3 shepherds	..	3 2 0	37 8 0
2 horsekeepers	..	1 13 4	22 0 0
1 cowherd in the village of Ottapidaram	..	0 12 0	9 0 0
1 porter	..	0 12 0	9 0 0
Total sibbendy household ..	..	62 10 0	751 8 0
Grand total ..	..	..	1,077 10 0

Tinnevelly, 17th June 1843.

(Signed) E. B. THOMAS,
Collector.

(True copy)

No. 86.

To

THE ACTING SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

In reporting on the enclosed petition No 153 of 1842 I have the honor to state that the petitioner on enquiry appears to be an Imposter, the Ex-Zemindar of Chokumputty having had no 2nd wife nor 2nd son by name Pereasamy Vellia Taven but only his son the present acknowledged Head of the family and 2 daughters by one wife. It is necessary to observe, that the ex-Zemindar had a son by name

Laul by a concubine kept by him and this son is now reported to be living with the Ex-Zemindar at Trichinopoly. Under these circumstances it appears that the petitioner has no claim for support on the present head of the family.

I have etc.,

TINNEVELLY, (Signed) E. B. THOMAS,
19*th June* 1843. *Collector.*

(True copy)

No. 94.

To

THE ACTING SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

With reference to your circular of the 1st instant, I have the honor to state for the information of the Board, that the allowances granted to the families of Poligars in lieu of resumed lands etc., in this District, are not deducted from the Beriz of the annual settlement but are invariably paid and adjusted in account with the Accountant General and Civil Auditor specifically.

I have etc.,

TINNEVELLY, (Signed) C. WHITTINGHAM,
29*th June* 1843. *Sub-Collector in charge.*

(True copy)

No. 100.

To

THE ACTING SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

Para. 1. I have the honor with reference to your letter of the 6th instant requesting that the information regarding petitions No. (herewith returned) 1210, 1212, 1781, 1782, 1783 and 1842 called for in your letter of the 27th March and 22nd May last may be furnished without delay, to submit the result of my investigation into the subject of these complaints.

2. The petitioners have made frequent complaints of oppression on the part of the Zemindar which on investigation have been ascertained to have been unfounded.

3. An enquiry has been instituted into the charges of extortion brought against the Zemindar. It appears that in fusly 1248 (A.D. 1838–39) the land of the petitioners and others was remeasured and that the Zemindar was not contented with receiving the tax due on the excess land for the years subsequent to the measurement but demanded and has received payment of the arrears of tax on this land. Had a complaint been made by the petitioners at the time, the Zemindar would have been directed to withdraw the demand for arrears as unauthorised.

4. The question whether the petitioners should pay a fixed money tax to the Zemindar or whether the produce should as they desired be divided and the mail-waram assigned to the Zemindar was on the 22nd October 1842 settled by the present Collector who on investigation having ascertained that the Petitioners had until last year paid a fixed money tax and that all the other cultivators of the Zemindary had paid and did still pay the money tax, directed that the petitioners should continue to pay the tax in the same manner. It is to the dispute which has arisen between the ryots and the Zemindar on this subject that the frequent complaints against the Zemindar are to be attributed.

5. Many of the instances of alleged extortions are not of recent occurrence. The petitioners paid the demands without complaint nor does it appear that any unusual demand has been made and had not the dispute arisen relative to the manner of paying the land tax to the Zemindar, these usual though unauthorised collections made in some instances for the payment of the servants employed in collecting the Zemindar's kists, would not have been made the subject of complaint. Having however, been brought to the notice of the authorities the Zemindar has been informed that these extra collections are unauthorized and cannot be permitted.

I have etc.,

TINNEVELLY, (Signed) C. WHITTINGHAM,
11*th July* 1843. *Sub-Collector in charge.*

(True copy)

No. 142.

To

THE ACTING SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

With reference to paras 2 and 3 of the extract from the minutes of consultation under date the 8th August which accompanied an extract from the Board's Proceedings of the 14th August 1843, I have the honor to state for the information of his Lordship in Council that the revenue derivable from the Zamindary of Yaloomaday is sufficient to meet the charges for the maintenance of the aumeen establishment and of the minor and his family which were proposed with due reference to the recources of the Estate and submitted for the sanction of Government in my letter of the 17th June 1843. On looking into the records, the settlement of Yaloomaday in fuslies 1237–38 and 39 or during the minority of the deceased Zemindar is exhibited at the annual sums of Rupees 6,851–6,643 and 6,585 but the Estate appears to have been improved considerably in late years under the management of the last Proprietor as the Jummabundy concluded by him in fusly 1251 amounted to Rupees 8,277—whilst the Beriz assumed for Fusly 1252 and of which the settlement is now being made, is given at Rupees 9,513–13–10. The present augmentation of Revenue is from an increase in the dry cultivation. Of the sum of Rupees 9,513–13–10 given above, Rupees 5,656-13-2 have been realized from which the Peshcush has been fully discharged and the balance being partly in graint is in the course of collection and will when completed yield a surplus revenue in favour of the estate of Rupees 4,353–3–10 as shewn in the margin.

1237	6,851	9	0
1238	6,643	7	9
1239	6,585	14	3

assumed beriz of fusly 1252.	9,513	13	10
Deduct Peshcush	3,675	0	0
Ameen establishment ...	408		
Minor's establishment and maintenance including his education	1,077	10	0
	5,160	10	0
Surplus ...	4,353	3	10

2. With reference to the information called for regarding Solochena Moodeliar's school the course of instruction pursued is an useful and general one, English and the native language are both taught in all their practical and useful branches. Reading, writing, arithmetic, History and Geography (both Indian and general) under an European teacher to whom Solochena Modeliar pays the liberal salary of

100 rupees a month with a native Assistant at 17½ Rupees. The scriptures in English are willingly read amongst other class books together with various useful elementary works both in English and Tamil. Two of the elder boys have already been employed and found well qualified in public business and at a late examination at which nearly all the Europeans and respectable and influential natives of the station attended, the result was very encouraging and satisfactory. A more particular detail of Solochena Moodeliar's proposals in his Seminary will be seen if desired in his letter to Mr. Norton under date 13th June 1842 to be found I believe on the records of Government.

An extract of Soolochena Moodeliar's letter is enclosed for reference if required.

3. With regards to the relations and friends of the young Zemindar of Yaloomaday and Attengaray, having given their full and "*uninfluenced*" consent to the Boys receiving instructions in Solochena Mudaliar's school, I beg to add that it cannot be strictly said they have been uninfluenced the relations are chiefly uneducated females, themselves under the influence of dependants and servants, whose interest and wish is to keep the young Zemindars as ignorant and unenlightened as practicable, for their own advantage and benefits. Of course no compulsion of any kind or sort has been used the boys are free to go and come, as they like to Palamcottah, but I certainly thought it my duty strongly to advise the education of the young Zemindars and Soolochena Moodaliar's school offered by far the most desirable means of so doing—Where some system is adopted and surveillance maintained and the young Zemindars would meet and mix with youths of high caste (Bramins and others) and greater intelligence than themselves. In the case of the Attengaray Zemindar he has fortunately the good sense to appreciate benefit to himself, and after two months' trial of the school, and an absence of 2 months at his desire to visit his friends, has again of his own accord returned, unsent for, to Palamcottah. He is an intelligent lad of 15 years old, often visits me and has already improved considerably from the change from his village in the Jungles to the information and intelligence he meets at Tinnevelly. In using such persuation towards him and the Yeloomaday minors, I trust I have done what the Government and the Board as guardians would desire.

TINNEVELLY-TENCAUSEY, I have etc.,

26th September 1843. (Signed) E. B. THOMAS, *Collector.*

(True copy)

ENCLOSURE.

Extract from a letter from T. Solochena Moodeliar to George Norton, Esquire, under date 13th June 1842.

With regard to the system of instruction to be pursued much cannot of course be decided on, until it has come into full operation. If things could go on as I desire, I would wish in the first school, English, Tamil, Teloogoo, Hindustanee and Marattah should be taught gramatically to the pupils as also the Regulations of Government, the circular orders of the Court of Sudder and Gouzdary Adalut and everything else that may be considered of paramount importance to an Officer of Government and indeed to every native Gentleman under the British Government. Such youths as shall appear qualified in these different branches at the annual or half yearly examinations shall have the choice of leaving the "Thompson's Sominary at the time for employment (under a certificate of qualification from the Committee) or of passing on to a higher class. The second branch of studies is to include the principles of commerce and agriculture the British constitution and everything relating to the Government of India both here and in England. In the third may be taught, the English classics and literature, History and the Higher branches of science such as Mathematics and natural philosophy. There should also as soon as practicable be a department for teaching engineering surgery and medicine including Botany, Chemistry. Physiology and anatomy. These matters however must necessarily be left for future arrangements, as there are no youths in the school at present who know enough of English to admit of their suspending their application to it for the studying of any thing else.

So called from Mr. Thompson the former Collector.

Besides these arrangements for the education of young persons it would be as well to provide means of useful recreation and intellectual improvement for adults, or some such plan as the following a printing press may be established in connection with the Institution where books required for the different departments of education might be printed. There may be an apartment set apart as a library and a reading room, and a special committee appointed over this branch, who shall direct what books to be printed, and endeavour to procure translations on exposition of standard works from the English to be published in Tamil. I go even so far as to state that I would wish very much indeed to promote the adoption and use of the most approved Treatises on Ethics and moral philosophy, as class books in "Thompson's Seminary" solely because I firmly believe from long experience that the most sublime and excellent lessons of morality, and virtue will be found in such works, and because although myself a Hindoo, and although the instruction, I wish and propose the provide, is exclusively for Hindoos, I am fully convinced and well aware that if they were excluded, nothing could be found for a substitute. I sincerely hope and trust that many will learn from such books to adopt the principles and practices they inculcate, that they will learn to discontinue, discountenance, and detest those Vices which mark, as it must be confessed, the conduct of many an unfortunate Hindoo and to practice those excellencies, which distinguish and adorn the character of European nations. My hope and object are to raise up a race, not only of learned and enlightened men, but also of honest and good men, and which hope and desire for my country men will not be fully accomplished if the issue of my undertaking be to produce a multitude of well informed and intelligent men, but without any more regard to veracity probity and honor than the great mass of the present generation are.

Note: I arranged these studies as the native stand in need of and also are more practical and graduated to suit the convenience and means of the parents as to time and fortune.

(Signed) E. B. Thomas,
Collector.

(True extract)

No. 32.

To

C. C. LOVELL Esquire,

Acting Secretary to the Board of Revenue,

Fort St. George.

Sir,

With reference to petition No. 1502 (herewith returned) of 1843 which has lately reached me bearing the Board's endorse dated 9th December last, I have the honor to submit the following information.

2. I have been for some time intending to address the Board on the subject, and a press of other duty has alone prevented me. The young Zemindar Varagoonaramapandia Chinna tombeyar now 23 years old, had already made known to me. His wish to be put in possession of his estate and as he is more than of age, of some education, and of fair abilities, there can be no legal or necessary bar to his claim. His father at present in charge, has merely held the Zemindary in trust for the son; who inherits in right of his mother. The father having now held charge 9 years is of course a little unwilling to give up his post of influence and power, and the son and he have been on bad terms for some years. I sent for them to meet me in September last, to endeavour to compromise their mutual quarrel and make peace between them, and them apart and together several times. They at the time promised a reconciliation addressed me severally to that effect and signed before me mutual terms of agreements, but have since I hear disagreed and until the Board's orders are received to put the son in possession I fear there is no hope of peace in the Zemindary. Idle and illdisposed persons, for their own benefit, foster the quarrels, and attach themselves to one side or the other.

3. It is only a few days back that I received a petition bearing the private Secretary's endorse, direct from Government, purpoting to be a communication from the son resigning voluntarily in favor of the father, but which is in fact nothing more nor less than a gross forgery and false signature palmed direct on

the Government. I am endeavouring, but I fear without success, to trace its author the father will of course disown it, but I think it could not well have been written without his *knowledge* if it had not his sanction, as its object could no one but himself.

4. The young Zemindar promises me, in writing, to make a fair and liberal provision for his father, younger brother and other relations, and as he is the lawful and acknowledged heir, whose *title no one* questions, I request the Board's orders to put him in possession and management of the Zemindary. An arrangement which might have taken place some time back, but that the parties were then on good terms, and the son, satisfied perhaps to receive a liberal allowance from the father without the trouble of management, made no application to be installed.

I have etc.,

(Signed) E. B. THOMAS,
Collector.

TINNEVELLY–PANAGOODY,
8th February 1844.

(True copy)

No. 220.

To

E. C. LOVEIL, ESQUIRE,
ACTING SECRETARY TO THE BOARD OF REVENUE,
Fort St. George.

SIR,

I have the honor to report the death of Tumootty Totappah Naicken Zemindar of Sennulgoody in this district. This even took place on the 16th August last. The deceased has left no sons or daughters surviving him but 5 widows. These have unanimously requested that they should be acknowledged as joint heirs to the Estate. Their request in the absence of any known and rightful claimant, appeared reasonable, and having satisfied myself by full and personal enquiry as to the justness of their claim to succeed to the estate. I have pending the orders of the Board placed the 5 widows in possession of the Zemindary. The whole 5 appeared before me to express in person as well as by writing, their joint wish—intending to carry on the management of the Estate through one of their Male relatives.

2. The ex-Poligar of Colaurputty and the Zemindar of Munnarcotty have set up claims to the Estate, on the ground that their forefathers were related to those of the Deceased Zemindar about 2 Centuries ago. As their claim at this distant period appears to be fictitious and untenable these claimants were referred to the Civil Court. Under the above circumstances I request the sanction of the Board to recognize the 5 widows as sucessors to the estate. The annual peshcush of the estate is Rupees 4,550 and there is no balance against it.

I have etc.,

(Signed) E. B. THOMAS,
Collector.

TINNEVELLY,
21*st November* 1844.

(True copy)

No. 231.

To

E. C. LOVEIL, ESQUIRE,
ACTING SECRETARY TO THE BOARD OF REVENUE,
Fort St. George.

SIR,

Para. 1. I have the honor to report the death on the 1st August last of the Zemindar of Pavaly, and to request the Board's orders as to the succession. The 2 parties claiming are the wife and daughter of the deceased, on the one side, and

his step mother and younger half Brother on the other. The Zemindar left no son. The 2 parties are at enemity with each other, and there is no hope of reconciliation. Feuds have always existed in the family. The peshcush amounts to Rs. 2,800 and there is no balance outstanding.

2. The widow of the deceased represents herself to be pregnant; if she should have a son the estate would devolve on him of course and settle the present point of dispute, but as such may not be the case, and there is no certainty even of her pregnancy, it appears avisable to decide the succession, while perhaps it may be desirable in the meantime, to hold the Zemindary under Aumany till sufficient time has been given for the possibility of a legitimate heir appearing.

3. I am somewhat at a loss whose claim to recommend to the notice of the Board. Either party is capable of managing the estate. The only question is who has the best title. It seems a general though perhaps an erroneous native opinion that some male heir must succeed I have consulted as far as I have had time the usual Hindoo Law authorities on the subject, as well as precedents in this and neighbouring districts and the opinions of my Sherishtadar which differ and am disposed to consider the widows' claim preferable to the younger half brother. There are several instances at hand of females inheriting. In this District the Sennulgoody Estate is proposed to be held jointly under agreements by the 5 widows of the deceased. The Singumputty Estate is enjoyed and managed by a female; so also the Cadumboor and Shendyoor Estates as well as the Shevagunga Zemindary in Madura and possibly others—and the quotations from the Hindoo Law Texts, opinions of Pundits etc., in Sir Thomas Strange's work on the elements of Hindoo Law appear to decide that failing sons a window succeeds as next heir. Though there are other opinions again which would seem to imply that a maintenance could alone be claimed by her, a further search for precedents or law texts on this subject would I believe only lead to still more uncertainty and to about equal arguments for and against female succession. The real solution perhaps is, that ancient Hindoo Laws and Bramin usages were against female succession or independence of any kind, a doctrine gradually giving way to modern and more equitable and enlightened views. I should also mention that a will is produced by the widow in her favour but though not proved to be a forged one it was executed when the Zemindar was so near his death as is usual where any native makes a will at all, that I cannot give much weight to it.

See Sir T. Strange's Vol. II pages 245, 259 (256 appending to chapter VII) see also Mr. Thackerays' remark at Page 264 as also remarks at page 369.

I have etc.,

TINNEVELLY,
5th December 1844.

(Signed) E. B. THOMAS,
Collector.

(True copy)

No. 84.

To

T. PYCROFT, ESQUIRE,
SECRETARY TO THE BOARD OF REVENUE,
Fort St. George.

SIR,

In reporting upon petition No. 226 of 1845 which accompanied your letter of the 6th ultimo, I have the honor to state that a former Zemindar of Colattoor had 3 sons and 1 daughter and the descendants from these 4 persons amounting to 15 in Number enjoyed a Monthly pension of Rupees 27–3–11 the aggregate, according to their respective shares. In 1838 information having been received that some of them had died, an investigation was held and it was proved that 11 of the 15 descendants were dead and that only 4, survived. The pension enjoyed by the

deceased 11 persons amounted to Rupees 17–0–11 which were resumed and the remainder or Rupees 10–3–0 were by the then Collector ordered to be paid to the surviving 4 persons but these 4 not having made their appearance from December 1838 to June 1844 a sum of Rupees 682–9–0 remained unpaid In July 1844, they presented themselves and claimed the payment of their pension together with arrears, but as I had no authority to pay arrears of Pension for a period exceeding 6 months without sanction, I have orders for payment only from July 1844, their claim to Pension being clear. The allowance is a compensation in lieu of resumed lands, Offices and Privileges etc.

2. Under the circumstances I beg to be favoured with the Board's orders on the petition.

I have etc.,
(Signed) E. B. THOMAS,
Collector.

TINNEVELLY–TIRUCHENDUR,
19*th April* 1845.

(True copy)

No. 90.

To

T. PYCROFT, ESQUIRE,

SECRETARY TO THE BOARD OF REVENUE,

Fort St. George.

SIR,

I have the honor to report for the information of the Board that Sunkaravoody Ummal younger widow of the original Zemindar of Singamputty, has been decided by the late Provincial Court at Trichinopoly to be the rightful heir of the Singumputty Zemindary which is held under attachment on account of arrears of peshcush that she has been accordingly reinstated in her rights and has entered into an arrangement to pay up the balance now against the Estate amounting to Rupees 45,18–13–0 as particularized in the margin by instalments. The present decision is in accordance with the general voice of the country, there being little doubt that Palaneyachy Ummal who was formerly successful in the Trichinopoly Court and held the estate for 5 years, till zufted, was nothing more than the mistress of the last Zemindar and not the rightful successor.

Balance up to February 1845—			
For Fusly 1251	2150	3	3
do. 1252	2368	9	9
	4518	13	0

2. The Estate has not yielded under Circar management nearly what it might and ought, This is almost invariably the case of zufted estates. It is seldom that a strictly honest manager can be found The ryots are often the relations and retainers of the Zemindar, and not very manageable. It is always the Zemindar's aim and interest that cultivation and receipts should fall off during the Aumany, in order to induce the inference that the estate is over-assessed and thus obtain an abatement of the fixed Peshcush; and finally the terms on which the lands are held and brought under cultivation are more stringent and less favourable to the ryot than the terms of the Zemindar, who seldom has any fixed rules, but brings waste and difficult lands into cultivation by granting at discretion more favourable terms and longer cowles than is consistent with our usual Revenue management. The above are I believe, some of the chief reasons why zufted estates are so often found very unproductive under Aumany management. I visited the estate myself, and pitched there for several days, rode through all the villages, and saw large tracts of arable land with water available (but left waste) under Aumany, from the above causes.

3. A point for the Board's decision, and which had better be mooted and decided at once, is the succession on the death of the present " Sunkaravoody Ummal " She has no children, or heir, and the estate would therefore legally I believe escheat to Government; but if something is not definitely settled, she will most probably at a

future opportunity, assume and claim the right to make some fictitious adoption, equally at variance with Hindoo law and the right of Government. The Board are aware that the last Zamindar was hung in August 1834 for Murder of a Madura jail peon. The original Zemindar had 2 wives the eldest was allowed to succeed. She held it for a little more than 2 years and died. The younger widow Sunkaravoody Ummal then followed, and was in possession for about 18 months till the last Zemindar (who was executed) succeeded, by a suit in ousting her; and after his execution Palaneachy Ummal, currently reported to be his kept mistress, was placed in the Zemindary by a decree of the late Provincial Court. This has now been set aside on appeal and rehearing, and "Sunkaravoody Ummal" again succeeds, having thus gone down to 4 parties since the death of the original Zemindar Soobramoneya Taven in 1826, his 2 widows, the convicted Zemindar and his kept Mistress, in succession. The Board or Government will decide if any claim is to be allowed after the present incumbent. I cannot perceive any legal one, but if the question is left open, and the Zemindary liable to any claimant, undoubtedly some one will be put forward. I thought it therefore better to state at once the facts of the case for the Board's consideration.

4. The incumbent Sunkaravoody Ummal is living in any thing but a respectable way—having consorted first with one man, then another who for their own ends have protected her, and lent her money to carry on the suit; her conduct and private character does not of course affect her right, which is admitted: but it renders highly probable that she will herself (having no family) at a future time attempt to set up the right to adopt some one or those about her, for their own benefit, will endeavour something of the sort. I think it would therefore be well if the Board approve that in reinstating "Sunkaravoody Ummal" she be now distinctly informed that it is a life tenure only, and that she will have no right to make away with the Estate or any of the land after her death, nor involving it purposely in debt as has been already the case in some other zufted Zemindaries.

I have etc.,

TINNEVELLY–TRICHENDOOR,
21*st April* 1845.

(Signed) E. B. THOMAS,
Collector.

(True copy)

No. 104.

To

T. PYCROFT, ESQUIRE,

SECRETARY TO THE BOARD OF REVENUE,

Fort St. George.

SIR,

I have the honor to acknowledge the receipt of the Extract from the Board's proceedings of 23rd January last and to express my regret that the particulars therein called for were not included in my former letter. The names had been so long and constantly before me, in the course of the enquiry, that it led to my omitting to designate the parties otherwise than by their relative positions to each other, on which the case mainly depended. I beg now to supply the omission, and to annex a list of the names.

2. With regard to the will (enclosed) it was not my intention or view to dispose of it slightly, though for the reasons named in my letter I could not attach much weight to it. Any will is unusual with the Zemindars of Tinnevelly, and repugnant to many of their ideas and prejudices as adverting to their decease. The time of it being made (as before mentioned) when the Zemindar was near his death, as well as the improbability of its being free and unbiassed prevented my considering it a document of much importance. If contrary to established Hindoo law and practice in Zemindaries, it would hardly be considered valid and if the claim of the party producing it as widow and daughter was good without it the will would not appear necessary to support it. It may be a genuine one, but it was written when the

Zemindar (quite a young man) was very ill-surrounded only by a few of the widows present party and was altogether so unusual a proceeding that it is in my opinion not much to be depended on as a guide to decision. The Uncle—the "Manager" who had great influence over the young man, and bitterly opposed to the other party (the half brother was currently said to have dictated the will; and from my personal knowledge of his incapacity from several interviews. I am of opinion that it was not the late young Zemindar's unaided production even if he may have concurred in it. The Manager has since died on the 31st October 1844. All the above circumstances were the subject of full and careful personal enquiry, though not all detailed, as I deemed the claim of the widow and daughter stood on a better and less dubious footing than the will and did not need it—The intention of it seemed to be to strengthen their claim and oppose the intrigues of the other party.

3. The deceased Zemindar Pitchay Mootoo Avolapa Naicken and the half brother now claiming are sons of the same father and the mother of the younger was married as 3rd wife to the father of the deceased as is supposed in the Board's letter.

4. In acknowledgment of the Board's letter of 24th April just received I beg to inform the Board that the widow not having sent in the will as requested, till 10th Instant, has caused the delay in this reply. The widow Bungarumma has since been confined, the infant a female, died immediately afterwards.

I have etc.,

(Signed) E. B. Thomas,
Collector.

Tinnevelly–Trichendoor,
12*th May* 1845.

Arulappa Naicken—

First wife.	Second wife.	Third wife.
Bommakummaul. Her son the deceased Zemindar Putchy Mootoo Avullupa Naicken.	Baupummal died. Had a daughter who also died but no son.	Coomarummal. Her son Valoyada Naicken is the half brother of the deceased Zemindar now claiming succession to the estate of Pauvally to the exclusion of the wife and daughter of Putchy Mootoo Avullappa Naicken the deceased Zemindar.

(Signed) E. B. Thomas,
Collector.

(True copy)

No. 127.

To

T. PYCROFT, Esquire,

Secretary to the Board of Revenue,

Fort St. George.

Sir,

With reference to my letter of 21st April last regarding the Singumputty Zamindary I regret so soon to have to report the sudden death by cholera, of Sungaravoody Ammal, and to request the Board's final orders on the subject. An Ameen is in charge for the Balances still unpaid. The deceased just before her death and when almost insensible, signed the address now forwarded, proposing to nominate the child of her elder brother (whom she professes to have adopted) as her successor. If the Board should think fit to concede to him any claim at all, I should recommend a life allowance out of the proceeds of the Estate with the old family house and that the estate should fall in as it naturally does to Government. There is no other legal claim. There are 2 other Zemindaries in similar circumstances held by females, who have no legal heir, whose estates would properly excheat to

Government, but who will probably on their death-beds make or assert some adoption, or succession though up to this time no adoption or nomination has been reported. Sandyoor and Kadumboor—If desired I shall report on them for the Board's orders.

I have etc.,

TINNEVELLY,
13*th June* 1845.

(Signed) E. B. THOMAS,
Collector.

(True copy)

No. 206.

To

T. PYCROFT, ESQUIRE,

SECRETARY TO THE BOARD OF REVENUE,

Fort St. George.

SIR,

Para. 1. In reply to the several points directed in the Minutes of Consultation dated the 30th June 1845 which accompanied the Extract from the Board's Proceedings of the 21st July last for further investigation and report as connected with the subject of the succession to the Pauvaly Zemindary in this District, I have the honor to state, that from full and careful enquiries, it appeared, that the will though possibly a genuine one, was executed at such a time, and under such circumstances, as to give it in my opinion less weight in deciding the claim to succession of the Party possessing it than might otherwise be allowed to it.

2. The testator, quite a young man, was always under the strict surveillance of his uncle, " tha Manager "; he was deficient in the natural ability and from my personal knowledge of him (at several interviews) seemed unlikely to take any such steps as bequeathing his Estate by a Will to his wife. He was moreover taken ill suddenly, and died unexpectedly and though the Will bears his signature, it was signed on his death bed, and when he was scarcely conscious. These and other points I had fully ascertained before I ventured in my former letter to express an opinion undervaluing the will.

3. The deceased's family, headed and managed by the Uncle or Manager, had always lived distinct and separate from the half brother and family, to whom an independent provision had long ago been made, which was renewed, encreased, and secured under a Bond of engagement written on stamp paper and executed some time before the late Zemindar's death. Both parties were always at enmity with each other and the will was I think prepared by the Uncle to strengthen the widows claim knowing the opposition and enmity of the other party.

4. I am unable to discover the existence of any " Law or ancient usage " regarding inheritance which may be said to be peculiar to the class to which the parties now contending for succession belong. Neither party is at present in possession of the Zemindary, which was, as was stated in the end of Para. 2 of my letter of the 5th December 1844, taken under Circar Management pending the receipt of the Board's orders in the case.

5. I have already expressed my opinion of the Widow's claim as preferable to the younger half brother independantly of the will. Her claim is supported by many of the Hindoo Laws, and by precedents stated in para. 3 of my letter of the 5th December 1844, of females inheriting, as Senulgoody, Singumputty, Cadumboor, and Shendyoor in this District and Shevagunga in Madura; to which may also be added Talavencottah, Avoodiapooram, Yelav ersanendal, Shevagherry, and some others in this and others in various Districts. I beg to submit copies in English of 2 decrees of the Sudr Provincial Courts noted in the margin which argue the right of widows and Females to inherit Zemindaries.

6. The petitions of Coomaranand No. 5 of 1824 of the file of the Court of Sudr Adalut No. 31 of 1817 of the file of the Southern Provincial Court. No. 1473 of 1844 with its enclosures which accompanied the Board's extract is herewith returned.

I have etc.,

TINNEVELLY–TENCAUSEY,
13th September 1845.

(Signed) E. B. THOMAS,
Collector.

(True copy)

No. 210.

To

T. PYCROFT, ESQUIRE,

SECRETARY TO THE BOARD OF REVENUE,

Fort St. George.

SIR,

Para. 1. I have the honor to acknowledge the receipt of your letter of the 7th July 1845, calling for further information respecting the adoption stated to have been made by the late Sungaravoody Ummal Zemindar of Singumputy in this District, and to state, that it appears clear from full enquiry that Sungravoody Ummal really made no such adoption at all; her husband Seevasoobramaneya Taven died in October 1826 leaving 2 widows without issue and without mention or instructions for any adoption and from that time down to the death of Sungravoody Ummal, involving a period of 19 years, no allusion to or pretence of adoption has been made by her in her constant correspondence with this office, A circumstance which cannot fail to show that she never really made any adoption at all, though she knew fully the purport of my letter to the Board of the 21st April last, she made no attempt to cantradict the statement that she hitherto had made none.

2. It is usual throughout this District for Zemindars to make a report of any adoption, which she did not do even in her last urgee eveidently written *for* her when near her death, she merely stated indefinitely that she "had appointed her adopted son to succeed her" without saying when, where and how she had made any such adoption.

3. An attempt has been made by the father of the boy now put forward, to prove the adoption by a stampt document, but this has been found on the clearest proof to be a fabrication.

4. The husband having left no instructions to make an adoption, nor any having been really made, a party in the situation of Sungravoody Ummal would not under the Hindoo law or according to the custom of the District have a right to adopt.

5. The last male Zemindar Pareasawmy Taven (who was executed) was the son of the Cousin of Seevasoobramoneya Taven or the husband of Sungravoody Ummal and his mother Sudalamootoo Ummal, his sister Seevanoy and her son and daughter are the only connections still living; and their right and pretensions to the estate of Singumputty have been discussed and finally disposed of in the correspondence with the Board and Government noted in the margin, especially in the letter of Mr. Eden, dated 1st October 1834. None of these parties can be termed heirs, the estate legally escheats to Government for the reasons enumerated in my letter of the 21st April last.

To the Board	1st October 1834.	
From do.	27th do.	
To do.	13th November do.	
From do.	14th December do.	
To do.	23rd do.	
From do.	9th March 1835.	

6. As regards the present condition of the estate of Singumputty and its resources compared with the public demand upon it, I have in para. 2 of my letter of the 21st April 1845, stated that it did not yield under temporary Circar management what it might and ought that this is almost invariably the case with zufted estates and assigned the Chief reasons why it is so. The assumed Beriz on which the Peshcush was settled amounted to Rupees 12,421–8–0 and during the 5 years in which the Pollum was under Aumanee in Fusly 1246 alone it yielded the highest beriz or Rs. 13,045–3–2 although the cultivation was the greatest in Fusly 1252 the settlement did not come to more than Rupees 7,564–5–8 owing to low prices. The Jummahbundy is not yet concluded for Fusly 1244, but its amount it is expected will probably be about Rupees 9,624. The amount of annual Peshcush is Rs. 8,050, and the average of the 4 Aumanie years (exclusing 1252 in which the Beriz was the lowest) is equal to Rupees 9,675 from which deducting charges on account of sibbendy and Maramut, Rupees 425, and also Peshcush Rupees 8,050, leaves Rupees 1200 as the net surplus.

	RS.	A.	P.
Fusly 1244	9,238	11	5
1245	7,403	12	2
1246	13,045	3	2
1253	9,012	14	5
	38,700	9	2
Average	9,675	0	0
Annual charges—			
Sibbendy	180	0	0
Maramut	245	0	0
	425	0	0

7. The estate consists of 690 cottahs of Nunjah and 1,120 cottahs of Poonjah. There are not many arrears at present outstanding against it. Rupees 3,602-4-9 are due up to August 1845 to mett which there is held in deposit from the surplus collections of Fusly 1246 a sum of Rupees 2,318-0-1 in favor of the Pollum, leaving the net balance only at Rupees 1,284–4–8.

	RS.	A.	P.
Balance Peshcush—			
For Fusly 1251 ...	2,147	11	3
1252 ...	1,454	9	6
	3,602	4	9
Deduct surplus collection of 1246 in deposit in favor of the estate	2,318	0	1
Net balance	1,284	4	8

8. If the estate were put up to auction it may fetch about 40,000 Rs.; it would probably be in request. The situation near the Hills, getting the first supply of water, is desirable and the Estate under proper permanent management and with some outlay for Maramut is capable of much improvement. It lies in the Sub-Collector's division, Brummadasum Talook, but as all the Zemindaries are under my office I have been over the whole of it and speak from personal knowledge of its locality and capabilities. Since it has been in litigation and frequently changing hands, the Maramut has been neglected and the Estate mis-managed. The occupant ryots would prefer falling under Government hands rather than of any purchaser or middleman, who might oust or impoverish them. As the estate is in arrears and there is no real legal heir, I am of opinion it should at once revert to Government and that an allowance of Rupees 960 per annum with the family house (which is useless to Government) would be an ample and liberal provision for the remaining members of the family (amongst whom the boy and his father are included) in deference not to any legal claims but to the dying wish of Sungravoody Ummal and in the liberality of Government to a decayed family.

I have, etc.,

TINNEVELLY–TENCAUSEY,
15th September 1845.

(Signed) E. B. THOMAS,
Collector.

(True copy)

No. 276.

To

T. PYCROFT, ESQUIRE,

SECRETARY TO THE BOARD OF REVENUE,

Fort St. George.

SIR,

Para. 1. In reporting the death on the 14th August last of Soondara Pandia Yemmoody Yeruppa Naig son of the Original Pensioner Satoorappa Naig who was the son of the deposed Zemindar of Nagalapoorum by his 1st wife. I have the honor to inform you, that Satoorappa Yemmoody Yeravappa Naig his brother has appeared in person and addressed a petition soliciting the continuance and transfer in his name of the family pension paid to his deceased brother.

2. The Zemindary is one of those alluded to by Mr. Eden in para. 2 of his letter to Board of 19th November 1836. The family of the late Zemindar received for their maintenance, an allowance of Pons 1 fs. $5\frac{3}{4}$ per day or Rupees 100–3–8 per month. The head of the family Satoorappa Naick father of the late Pensioner died in 1830 and although no sanction or authority for the continuance of the pension in the name of the deceased incumbent, is forthcoming from the records of this office, still the claim of the Deceased appears to have been undisputed as will be seen on reference to the correspondence noted in the margin.

Board's letter to Govt. 26th August 1836.
Extract from the minutes of consultation 31st August 1836.

3. The enclosed is a list of the 7 individuals composing the family of whom, Satoorappa Yemmoody Yeravappa Naig is at present the head and appears to have fair claim for the transfer of the pension to his name. This list has also been Examined by the Zamindar of Yettiapoorum and reported to be correct.

4. Of the sum of Rs. 100–3–8 above alluded to, Rupees 23–5–4 are received by Satoorappa Naig son of the deposed Zemindar by his 2nd wife, agreeably to the extract from the minutes of Consultation of 31st August 1836 and the Zemindar Rs. 76–14–4 have been paid to Soondara Pandia Yemmoody Yeravuppa Naig, deceased, up to the date of his death.

5. The case in question appearing to come within the scope of the orders of the Court of Directors alluded to in the proceedings of the Board of Revenue of 29th August 1842, I have the honor to request the sanction of the Board for the disbursement of a Monthly pension of 60 rupees at the reduced rate of Rupees per diem to the 7 individuals named in the list abovementioned.

6. The Civil Auditor requiring special sanction for the Family Pension having been continued in the name of Soondrapandia Yemmoody Yeravuppa Naig deceased and in that of Chinna Zemindar Satooruppa Naicken, son of the deposed Zemindar by his 2nd wife. I request you will be good enough to obtain the necessary sanction for the amount disbursed then up to Fusly 1254 and for the continuance of the pension of Rupees 23–5–4 per mensem to the Chinna Zemindar still living.

Fusly.	Amount.
1252	1,173 7 5
1253	865 14 1
1254	1,016 5 4
	3,055 10 10

I have, etc.,

(Signed) E. B. THOMAS,
Collector.

TINNEVELLY,
26th December 1845.

ENCLOSURE.

List of the 7 individuals composing the family of the deceased Soondra Pandia Yemmoody Yeravuppa Naig of Nagalapoorum.

Name.	Relationship.
1. Sattoorauppa Yemmoody Yeravuppa Naig.	Brother of the deceased and grand son to the deposed Zemindar.
2. Mootoo Rungammal	1st wife of the above.
3. Bungara Soondra Pandian	Son of do.
4. Sattoorappa Naicken	Son of the above Sattoorappa Yemmoody. Yeravappa Naicken by his 2nd wife.
5. Mungammahl	1st wife of the deceased.
6. Meennammahl	2nd do. do.
7. Auvoody Ammahl	3rd do. do.

26th December 1845.

(Signed) E. B. THOMAS,
Collector.

(True copy)

No. 30.

To

T. PYCROFT, ESQUIRE,

SECRETARY TO THE BOARD OF REVENUE,

Fort St. George.

SIR,

I have the honor to acknowledge the receipt of your letter of the 20th October conveying the Board's orders as regards the Singumputty estate and requesting to be informed whether there are other parties than the two who now contest succession and to state in reply that from the enquiries made since the receipt of your letter, I have been unable to discover any grounds for altering the opinion expressed in my former letter. A geneological table (as called for by the Board) showing the present members of the Singumputty Family is prepared from the dictation of the two contending parties and is herewith submitted.

2. On an inspection of this document it will appear that none of the members therein shown can be considered legal heirs or successors according to Hindoo usage of the late Sungravoodyummal females when married become one with the Family of their husbands and are considered from that time as distinct from that of their parents, so that married daughters do not observe mourning for their Parents for the usual period of 16 days consequently. Sungravoody ammal can be considered to have no connection whatever with her brothers and sister (much less with her nephews or niece) after having been married to Sivasoobramanea Taven who died in 1826. The same remark is applicable to the surviving sister of Pareasawmy Taven and her family. Soodalamootummal the mother of Pereasawmy has once before relinquished any pretentions to the Zemindary in favour of Palaneachy the pretended wife of Pereasawmy and the Sudr Court have in consequence tried the claims to the estate in exclusion of Soodalamootummal.

3. With respect to the petition No. 1211 of 1845 which with 4 others accompanied your letter under acknowledgment, I have to observe that the petitioner, who is the Zemindar of Woorcaud, has in real truth sunk all his available property to the amount of 35,000 Rupees in connection with an extensive and gambling law suit which has gone against the party he assisted with funds he was no party in the suit but was to have benefitted under some private agreement had the party he supported been successful. The party he upheld is Palaneeachee the pretended wife of Pereasawmy Taven, Zemindar of Singumputty executed in 1834, and she being illegal and since ousted from the Zemindary, I am unable to recommend to the Board the petitioners claim based as it is on such an unworthy expenditure of his means. His own estate has in consequence been allowed to fall in arrears;

No. 224.

To

T. PYCROFT, Esquire,

Secretary to the Board of Revenue,

Fort St. George.

Sir,

With reference to the concluding para. of my letter of the 13th June 1845 and to letters of 21st April and 15th September 1845 on the Singumputty estate, I deem it best at once to submit the two following similar cases and request the orders of the Board thereon.

2. Veziagopalacoolapa Naick the Zemindar of Sundyoor died without issue, his 2 surviving widows Ettakummal and Kistnammal jointly succeeded to the estate, the latter, died on the 15th October 1842 and the former claimed both the moiety of the estate which the deceased enjoyed and also requests that the daughter of the 1st wife by name Gopalakistna Ummal may be considered heir to the Estate after her death.

3. The 3 points on which the Board's orders are requested, are therefore 1st whether the half share lapsed by the death of Kistnammal is to go to the surviver Ettakummal or fall in to Government 2nd, whether the surviver Ettakummal having up to this time no son or heirs shall be allowed to adopt one now for the purpose of making him her successor, and 3rdly, if so allowed, whether the adopted heir would succeed to the half share only or the whole. It appears to me inexpedient to admit any such late adoption, it would open the door to fraud and be a bad precedent. It is but too often an extreme expedient, resorted to, when others fail, to perpetuate some benefit or endowment in a line or individual foreign to and unconnected with the original Family. A result not probably intended by Government and which needs to be guarded against as illegally alienating the resources of Government.

4. The Zemindar Viziagopalacoolapa Naick lived 50 years without having or naming any heir. None has been thought of or proposed since his death, now 24 years. The late Zemindar was not the legal heir or rightful owner of the Zemindary. His father Rungasawmy Naick obtained possession from the real possessor Gopaulsawmy Naick on a Razeenamah in suit No. 402 of 1806 of the Madura Zillah Court and he Veziagopalacoolapah Naick held it 11 years and died without a will. He married 3 wives the first Bomachee Umal died in 1817 leaving as it appears one daughter Gopalakistna Umal. The 2nd and 3rd wives Ettakamal and Kistnamal held the estate jointly and agreed to rent in out in 1840 for a term of 8 years to one Appal Naicken of Yettiapoorum, he paying the Peshcush 3,850 Rupees due from the Estate to Government and giving them yearly besides 400 Chukrums which was subsequently reduced to 50 Chukrams. It thus continued till 15th October 1842 when the 3rd wife Kistnamal died.

5. From every enquiry practicable it appears that Gopalakistnamal now aged 30 and married to the Zemindar of Sappatoor is the legitimate daughter of the late Veziagopalacoolapa Naicken. She was 8 years old at his death but up to this time has never preferred any claim for her right which though so long dormant would yet appear a true one. At least as far as 39 years possession by her Grand Father and her Father and step Mother can make it good, neither he nor consequently she or the 2 wives Ettakamal and Kistnamal being as above observed rightful heirs, but only in long enjoyment on erroneous though undisputed possession.

6. I would therefore recommend that Gopalakistnamal the daughter be allowed the portion (half) 25 Chuckrums or Rupees 53 per year now vacant by the death of Kistnamal her mother, to enjoy it and also Ettakamal her share for their lives and at their death that the estate having clearly passed out of the rightful line should revert to Government, if not, it will probably fall eventually into the hands of the Yettiapoorum Family, having no title whatever to it, and being already well off. In proposing this arrangement I would beg to recall the Board's attention to

the fact of *no claim* having been ever sat up for or by the daughter Gopalakistnamal during a period of 24 years. Her claims being now discovered and brought forward for the first time on her behalf from my office and that she is perfectly satisfied with the arrangement now proposed it being in fact more than she ever herself asked or expected.

7. Coomarasawmy Talaven was the original Zemindar of Cadumboor. He died in jail as a Prisoner for cutting off the ears of a dependent. His brother Sumbooly Pandia Talaven succeeded. On this brother's death Coomarasawmy's daughter Gomathee Mootoo Talavachee held the Zemindary, and on her death her mother or Coomarasawmy's wife Tangamanachear became Zemindar. While in possession of the estate, she was sued by the 1st widow of the brother Sumbooly Pandia Talaven who left 2 widows Ramootalavachee and Mootootalavachee. The Sudr Court decreed the estate in favor of the 1st Widow Ramootalavachee, recognizing the 2nd widow Mootootalavachee as her successor. Ramootalavachee was placed in the Estate in March 1838. She died on the 12th June 1842 leaving no issue. Her death was reported to the Board on the 11th July 1842 recommending the 2nd widow or her sister Mootootalavachee as her successor. On the 28th July 1842 the Board ordered Mootootalavachee to be put in possession and she accordingly continues as Zemindar. She has no issue and there is no legal claimant Male or Female after her death. The Estate therefore would escheat to Government. The annual Peshcush of Cadumboor is 3,850 Rupees and there is no balance outstanding against it. It is desirable these 2 cases should have the decision of the Board in case of their falling suddenly vacant like Singumputty and a claim being then preferred by some party nominated at the moment and for the occasion, not previously thought of.

I have, etc.,

TINNEVELLY–TENCAUSEY,
30th September 1845.

(Signed) E. B. THOMAS,
Collector.

(True copy)

No. 245.

To

T. PYCROFT, ESQUIRE,

SECRETARY TO THE BOARD OF REVENUE,

Fort St. George.

SIR,

I have the honor to state for the information of the Board that Choka Talavar, the Zemindar of Maneyatchy in this district, died on the 16th August last leaving 3 widows and 7 sons, whom the son of the 1st wife Poologa Pandia Choka Talavar has attained the age of 30 years and claims succession to the estate. I have had several interviews with him at various times both before and since his Father's death and find him quite able to conduct the affairs of the Zemindary. I therefore beg to recommend that he be acknowledged the rightful Zemindar of the above Pollum. The Peshcush is Rupees 12,841–8–0 per annum and has been paid without any arrear up to the demise of the late Zemindar. The last instalment due having been lately paid by the young man.

I have, etc.,

TINNEVELLY,
6th November 1845.

(Signed) E. B. THOMAS,
Collector.

(True copy)

Palaneeachee not being the acknowledged or the legally constituted Zemindar at the time she contracted the debt with petitioner. No one in fact was then the Zemindar of Singumputty as the claim to it was under investigation by the Civil Court who subsequently ousted her as having no title to the estate.

I have, etc.,

TINNEVELLY,
22nd January 1846.

(Signed) E. B. THOMAS,
Collector.

(True copy)

No. 145.

To

T. PYCROFT, ESQUIRE,

SECRETARY TO THE BOARD OF REVENUE,

Fort St. George.

SIR,

1 copy of the decree in O.S. No. 3 of 1829 on the file of the late Southern Provincial Court.

1 copy of the decree in A. No. 6 of 1830 on the file of the Sudr Udalut.

1 copy of the decree in O.S. No. 10 of 1838 on the file of the late Southern Provincial Court.

1 copy of the decree in O.S. No. 10 of 1838 on the file of the late Southern Provincial Court passed by the Special Commissioner at Trichinopoly.

1 Extract from the Proceedings of the Sudr Udalut under date the 14th November 1842.

1 Copy of the Arzee addressed by the 1st defendant to the court of Sudr Adalut dated 24th April 1837.

Para. 1. In reply to your letter of the 26th February last, I have the honor to forward the documents therein required and enumerated in the margin.

2. The paper by which Soodalamootoo Ummal renounced her claims to the Singumputty Zemindary was, it will be observed, a petition to the Sudr Udalut.

3. It is recorded in the decree passed by the Provincial Court Southern division in O.S. No. 3 of 1829, and again in the decree of the Sudr Udalut in No. 6 of 1830, that no division of property had taken place between the descendants of Pereasawmy Taven marked B in the Geneological Table, which accompanied Mr. Thomas' letter of the 22nd Instant. last.

I have, etc.,

TINNEVELLY,
17th June 1846.

(Signed) R. D. PARKER,
Ag. Collector.

(True copy)

No. 161.

To

T. PYCROFT, ESQUIRE,

SECRETARY TO THE BOARD OF REVENUE,

Fort St. George.

SIR,

Para. 1. With reference to the Proceedings of the Board dated the 17th February last, requiring the Collector to report for the information of Government whether Putchaymootoo Auvalapah Naicker, the late Proprietor of the Pauvaly Zemindary and Valayoodah Auvalapah Naicker, his half brother, were divided or undivided, I have the honor to state that though the half brother and his mother lived separately from the deceased Zemindar, yet it appears that the division of Interest which constitutes a divided family had not taken place. This I think is conclusively shown by the enclosed translations of an agreement and counter agreements which passed between them in May 1844 for so far from disconnecting the

family for the future. These documents expressly provide for the marriage of Valoyda Naick and his sister being effected at the charge of the Zemindar, and make the continuance of the allowance stipulated for the support of Valoyda Naick and his part of the Family dependent upon their good conduct.

2. According to the established usage of this part of the country, I believe an ancient Zemindary is not divisible but descends entire to the next heir who maintains the rest of the family—a rule which appears to have been followed in the present case.

I have, etc.,

TINNEVELLY-TENCAUSEY,
13th July 1846.

(Signed) R. D. PARKER,
Ag. Collector.

(True copy)

No. 38.

To

T. PYCROFT, ESQUIRE,

SECRETARY TO THE BOARD OF REVENUE,

Fort St. George.

SIR,

Para. 1. With reference to the orders of Government directing that the Pauvaly Zemindary under dispute should be retained in charge of the Collector until some one claiming should produce the authority of a competent court to receive possession, I have the honor to report the death of Valayooda Auvaluppah Naicker the half brother of the late Zemindar on the 10th December 1846.

2. Of the two claimants mentioned in Mr. Thomas's letter of the 5th December 1844 Vungarammal the widow of the late Zemindar only remains. The mother of the half brother also now claims on her own account.

3. The estate is now under Zuft agreeably to the orders above quoted and I have the honor to request that the Board will inform me if the event now reported should make any alteration in this respect.

4. It appears to me that the step mother of the late Zemindar can have no claim whatever, and that his widow Vungarammal is therefore now clearly the Heiress.

I have, etc.,

TINNEVELLY,
17th February 1847.

(Signed) R. D. PARKER,
Ag. Collector.

(True copy)

No. 60.

To

D. WHITE, ESQUIRE,

AG. SECRETARY TO THE BOARD OF REVENUE,

Fort St. George.

SIR,

In reply to your letter of the 8th Instant, I have the honor to state that since the receipt of the Board's Proceedings of the 12th October 1846, no suit has been filed in the Civil Court either by Vungar Ammal the widow of the late Zemindar of Pauvaly or by his half Brother the late Valayooda Auvaluppah Naicken with a view to establish the title of either of them to the succession of the Zemindary.

I have, etc.,

TINNEVELLY,
15th March 1847.

(Signed) R. D. PARKER,
Ag. Collector.

(True copy)

No. 61.

To

D. WHITE, Esquire,

Ag. Secretary to the Court of Wards,

Fort St. George.

Sir,

Para. 1. I have the honor to report the death on the 17th Ultimo of Gungaboy Ammal the proprietor of the small Mootah of Pooddoor.

2. After the Poligar disturbances in this District had been quelled, the estates * of the deposed Zemindar were divided into 9 Mootahs and sold by public auction in July 1803, when Coonjiah Naicker the Zemindar of Mailmandy purchased the Mootahs of Nagalapuram and Pooddoor. His son, in August 1819, sold them conjointly to Arunachalla Row and Shashagherry Row who subsequently separated them, Arunachalla Row taking Nagalapoorum and Sashagherry Row Pooddoor. One receipt however continued to be given for the Peshcush of both the share of each being exactly half.

* The Zemindaries of
Nagalpoorum
Yalayerumpunnay.
Colarputty.

3. On the demise of Sashagherry Row in 1823 without a son, Pooddoor was inherited by his widow the deceased Gangaboy Ammal who after the death of her daughter adopted on the 15th April 1841, her brother's son agreeably, as was alleged, to written instructions given by her husband; and on the 17th February, a few hours before her death, she sent me an urzee stating, that, as her adopted son is a Minor she had appointed her brother's son Narain Row to be the Manager of her estate in case of her death. Copy with translation of this urzee is submitted.

4. The name of the adopted son is Ramachandra Row. He was born on the 15th August 1832; is consequently now 15 and will attain his majority on the 15th August 1850. He is learning Hindooy, Teloogoo and Tamil and appears to be intelligent. The nephew of the deceased whom she proposes as the Manager is stated to be 29 years old. He seems qualified for the office, and has I am told actually managed the affairs of Ghengaboy Ammal and of the Pooddoor Mootah for some years past.

5. I have also to report that there is a claimant to the entire estate of the deceased whose name also is Narain Row and who is the son of the elder brother of the Deceased's husband Seshagherry Row. During Gengaboy Ammal's lifetime he sued her in No. 5/1841 of the file of the late Southern Provincial Court for the recovery of the property left by his uncle Sashagherry Row on the ground that as she was a childless widow, she was entitled to maintenance only; and he contended that her adoption of a son which took place during the progress of the suit, was invalid according to Hindoo Law. His suit was however dismissed by that Court and subsequently by Court of Sudr Adalut on appeal No. 18 of 1843. The decrees stated that as there has been a division of property between the 2 brothers namely Sashagherry Row and Ragoonadha Row the father of the claimant Narain Row, Gangaboy the widow of Seshagherry Row was entitled to his property under the Hindoo Law and that the circumstances of the validity of the adoption was one which the plaintiff (Narain Row) could have no right to moot until he had acquired some right over the property which could not accrue until the death of the defendant Gengaboy. I should add, that the Law Officer of the Provincial Court gave an opinion in favour of the right of Narain Row to succeed after Gengaboy's death, but as the fact of adoption was not alluded to in the question, they could not have taken it into consideration.

6. It appears to me that the claims of the alleged adopted son is prima facie good and that he should be recognized as heir, leaving his opponent to establish his title if he pleases in the Civil Courts. This he will probably do without delay as he has presented 2 Urzees requesting me to take charge of the property.

7. Pending the orders of the Court of Wards, I have placed the Pooddoor Mittah under attachment through the Tahsildar of the Oottapedarum Talook in which it is situated and have taken from Narain Row, the nephew of the deceased, whom I have mentioned above as named by her as Manager and who lived with her an Inventory of all her property both real and personal, leaving it in his care till the pleasure of the Court is known. The claimant Narain Row objects to my not having placed these also under attachment, but I do not observe that it is required by Regulation V of 1804 and the feeling of the family would have been thereby injured. A copy of the inventory is herewith submitted. It will be remarked that there are entries of Debts to various persons to the amount of Rupees 6,572 into which the Tahsildar has been directed to enquire.

8. In urging his claim to be recognized as Manager agreeably to Gengaboy's request (in an Urzee which he addressed on the 23rd February) Narain Row quotes several instances in which the Estates * of Minors were not taken under the Court of Wards but were allowed to remain in charge of persons named by the Deceased Proprietors more especially the Nagalapoorum Mootah (so nearly connected with the present case) which was allowed to be managed by Baboo Row the cousin of Arunachella Row who made a request to that effect before he died. On examination of the records his statement is found to be correct.

* Nagalapoorum Mittah
Pauvaly Zemindary.
Shevagheery ,,
Talavancottah ,,
Ramnad ,,
in Madura.

9. Considering all the circumstances of the case, that Narain Row has been designated by the deceased for the care of the property; that he appears to be a fit person, that the estate is small; free from arrears and able to pay its peshcush, I would recommend, that, if the Board can legally abstain from taking charge, they should permit me to restore the estate to the care of Narain Row on behalf of the minor.

I have, etc.,

TINNEVELLY,
15th March 1847.

(Signed) R. D. PARKER,
Ag. Collector.

(True copy)

Enclosure.

Translation of an urzee addressed on the 17th February 1847 by Gengaboy Ummal the deceased Ranee of Nagalapoorum Poodoor Mootah.

I most respectfully beg leave to inform your honor that in obedience to my Husband's injunctions, I have adopted a son. As I have suddenly taken ill and thereby suffer much I entertain no hopes of recovery. Therefore in the event of my death I hereby beg your honor will be pleased to cause the orders and the receipts of, kist money which are now granted in my name to be issued in that of my Nephew Narain Row whom I have appointed as Manager during the minority of my adopted son Ramachandra Row in order that he may support the minor until he attains his age and so protect me.

(Signed) Gengaboy Ammal.
(Signed) R. D. PARKER,
Ag. Collector.

(True translation)

No. 67.

To

THE ACTING SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

Ponnachee Ammal, the 3rd wife of the late Chinnananjah Taven the deposed Zemindar of Chokumputty having died on the 8th August 1846, I have the honor to request the Board's instructions respecting the disposal of her portion of the pension granted for the support of his family. On reference to the records it appears,

that a Monthly allowance of 105 Rs. to Chinnananjah Taven was sanctioned by Government under the date the 1st September 1818 which that person enjoyed during his life time and that on his demise on the 31st December 1825, the amount of the pension was reduced to 95 Rupees per mensem and continued to his family consisting of his son and 3 widows under the sanction of Government of the 21st February 1826. That a dissension having some time after taken place among the widows, the 2nd wife petitioned the Board for a division of the pension among the members which the Collector eventually made and ordered his Cash keeper to each $23\frac{3}{4}$ Rupees as will be seen from the endorsement on petition No. 380 of 1829.

2. This division has been observed ever since. Now Ponnachee Ammal being dead, her portion of the Pension Viz Rupees $23\frac{3}{4}$ is claimed by Pareasawmy Sunbooly Chinnanunjah Taven the son of the Original Incumbent Chinnanunjah Taven on the ground that the deceased was his step Mother who lived under his protection and who when dying bequeathed by Will dated 7th August 1846 her portion of the pension to him.

3. Independently of a doubt of the genuineness of this document her right to Will away a pension appears to me to be inadmissible.

4. On referring to the order of Government of the 21st February 1826 under which the grant of 95 Rupees it continued I find it stated "the Governor in Council deems it proper to continue a Provision for the support of the Family" and it would appear therefore to have been granted to the family as a body without reference to individuals and had not the division abovementioned taken place the death of one of the parties would not have raised a question of reduction.

5. Under existing circumstances however, I consider right to bring the case to the notice of the Board. Should they not deem the share of the deceased a lapse, I beg to express my opinion that it should be divided among the survivors in equal shares.

I have, etc.,

(Signed) R. D. PARKER,
Ag. Collector.

TINNEVELLY,
20th March 1847.

(True copy)

No. 128.

To

THE ACTING SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

To

With reference to the Board's endorsement on petition (herewith returned) No. 169 of 1847, I have the honour to report that Vungarummal widow of Putchaymootoo Avalapah Naick having been ordered to be put in possession of the Pauvaly Zemindary under the Minutes of Consultation and Proceedings of the Board of Revenue dated 14th April and 6th May 1847 respectively, the prayer of the Petitioner cannot be complied with.

I have, etc.,

(Signed) J. B. ELLOW,
Acting Collector.

TINNEVELLY,
31st May 1847.

(True copy)

No. 158.

To

THE ACTING SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

With reference to your letter of the 24th Ultimo, I have the honour to forward prepared according to the form which accompanied it a statement showing the required particulars of the only estate which has in this District been sold for arrears of Revenue and purchased on account of Government since the permanent settlement.

I have, etc.,

TINNEVELLY COLLECTOR'S OFFICE,
COURTALLUM,
3rd July 1847.

(Signed) T. B. ELTON,
Acting Collector.

No. 72.

To

THE SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

Para. 1. I have the honor to report the death of Ramaswamy Sinnya Naicken the Zemindar of Munnarcottah Zemindary in this district. This event took place on the 30th December 1847. The amount of annual Peshcush is Rupees 5,208. There is no arrear against the estate. The Tahsildar of Sattoor Talook in which Munnarcottah is situated was deputed to make the necessary enquiries, to take an inventory of the property and to arrange the affairs of the deceased Zemindar which he has accordingly done, and taken charge of the Zemindary on the 9th January last.

2. Sunkeralinga Sinnya Naicken the only son of the late Zemindar by his 3rd wife and aged 1 year and 11 months was born on the 26th April 1846. His minority will not expire till his attaining his 18th year or on the 25th April 1864 and I request sanction for the necessary Establishment according to the accompanying list No. 1 amounting annually to Rupees 597 and also for the maintenance of the minor and family consisting of 9 persons in all, estimated at Rupees 1,420–2–6 per annum, as will be seen on reference to the statement No. 2 herewith submitted. These lists have been framed after careful estimation of the wants of the family and the due care of the Zemindary.

3. The property of the Zemindar in silver and gold jewels and brass utensils amounted only to Rupees 463–13–4 which has been carefully secured in the Zemindar's house, with the exception of a few utensils to the value of Rupees 161–2–4 given for daily use to the Zemindar's family. The Sunned of Istymerar has been sent for and lodged as usual at the Huzzoor Treasury.

4. When the Zemindary was taken under Circar Management in January last, several persons came forward and produced loan Bonds said to be executed to them by the deceased Zemindar on a reference to which and to the accounts of the Zemindary it appears that the amount of debt remaining to be discharged by the Zemindar in cash is Rs. 8,100–14–5 and 22–18–6 of paddy all which will be correctly ascertained and determined by further enquiry if the Board concur but I beg to be favoured with the Board's orders as to the adjustment and liquidation of the debts in question. The amount of the Revenue of the Zemindary for Fusly 1256 as per account furnished by the Zemindar's own Curnum comes to Rupees 9,145–15–6 deducting therefrom the Peshcush and other charges as per margin amounting to

	RS.	A.	P.
Peshcush per annum ...	5,208	0	0
Ameen Sibbendy per annum	597	0	0
Subsistence of the Zemindar's family	1,420	2	6
	7,225	2	6

Rs. 7,225–2–6 a year, the remainder is Rs. 1,920–13–0. This or probably an increase will I expect be brought to account as surplus in future years in favour of the estate. I shall deem it my duty when the young Zemindar is of sufficient age, to see that his education is attended to.

I have, etc.,

TINNEVELLY–TIRUCHENDUR,
24*th March* 1848.

(Signed) E. B. THOMAS,
Collector.

(True copy)

No. 131.

To

THE SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

With reference to the 4th Para of your letter of the 18th May last, objecting to the entertainment of a Thuadulgar and Gomastah and observing that the cost of the proposed establishment for the management of the estate exceeds 6½ per cent of the gross revenue I have the honor to forward a revised list of establishment in which Rupees 21 allowed for a Thundalgar and objected to by the Board is taken off, the service of a Gomastah is absolutely necessary and has been of necessity retained.

2. A revised statement of expenditure required for the support of the Minor and his family amounting to Rupees 1,341–12–3 is also forwarded as required in the 5th Para of your letter, the items alluded to in Para 2 of the Minutes of Consultation require explanation after which they will be retained or struck off as the Board may direct. The tutor is of course not intended for the *young Zemindar* at his present age, but for another member of the family, whom it did not seem advisable to let grow up in ignorance, the uncle (aged 8 years) for whose education no arrangement will be made unless out of the estate as proposed. The small charge for feeding dogs, relates to *shepherd's* dogs an indispensable appendage to all flocks in Tinnevelly, and for the maintenance of which a small allowance is always thus provided, as custom of the country.

3. In regard to the 7th para. of your letter calling for a reply to your communication of 25th April last regarding the debt of the deceased Zemindar, I have the honor to submit herewith a list of debts for the Board's information. An order having been issued to the Tahsildar on the subject, three parties appeared, of whom, Nattoocottay Vellayan Chetty produced a loan Bond on a stamp paper executed to him by the deceased Zemindar, from which it appears that out of the sum of Rupees 10,500 borrowed from him Rupees 4,900 are outstanding against the Zemindar. This appears a bonafide loan and the bond genuine. The Second party consisting of 2 persons Viz. Vencataputhy Naicken of Thathumputty and Ramaswamy Naicken of Alagapoory, produced a bond on cadjun for Rs. 700, which appears to be valid, and attested by respectable witnesses, and this credit appears to have lent the Zemindar the above sum after taking some lands in Mortgage which are now in his enjoyment. The 3rd party by name Tiroovengadamien Coondalumcoottoo, filed a bond executed on cadjun for Rs. 1,300 which appears doubtful, it is not attested by witnesses but appears to have been executed by the father of the deceased Zemindar, who and his son appear to have lived a long time after it was executed and if it were genuine would have probably settled it or admitted the claim as beyond doubt during their life time, but neither appears to have been done. Under these circumstances the document produced by him is retained for the present to prevent

its being altered or added, to, and he is referred to court for his claim. It appears on enquiry that another person by name Seenee Chetty of Madura has lent the Zemindar Rupees 1,050 of which Rupees 700 were repaid by the Zemindar under a decision of the Madura Court, and the remaining Rupees 350 are now due to the party according to the instalment mentioned in the decree this appears a true claim. No other creditors have come forward. If such make their appearance I will institute an enquiry into their claims and report the result. I request the orders of the Board in regard to the payment of Rupees 4,900, 700 and 350, the 1st, 2nd and 4th items above mentioned. I beg to inform the Board that the Mother of the Minor Zemindar is appointed his guardian and an ammenah as Manager of the Estate.

4. With reference to the observation continued in the 6th Para of your letter that the expenditure required for the support of the Minor and for the management of the estate exceeds 27 per cent of the gross revenue, I have the honor to observe that from the following statement it will appear that the charges now proposed for Munnarcottah are about those sanctioned for Attengaray and Yailoomaday Poliputs :—

Poliputs.	Beriz.			Amount of ameenah establishment.	Centage.	Household and other expenses.			Centage.	Total charges.			Total centage.
	RS.	A.	P.			RS.	A.	P.		RS.	A.	P.	
Attangarray	6,815	13	0	378	5½	1,006	2	0	14¾	1,384	2	0	20–5/16
Yailoomaday	7,746	12	0	408	5¼	1,077	10	0	13-7/8	1,485	10	0	18-1/8
Munnarcottah	9,145	15	5	576	6-19/64	1,341	12	3	14-43/64	1,917	12	3	20-31/32

5. With reference to the concluding para of your letter under reply, I have the honor to state that the Zemindar has 11–1–4 3/8 seed cottahs of Nunjah and 11–9–3 of Tottacal or garden lands and 57–13/32 chains of Poonjah of which the total beriz of lands brought under cultivation during Fusly 1256 is Rupees 348–11–9.

6. In conclusion I request the Board will be pleased to obtain the sanction of Government for the entertainment of the Gomastah (included in the list) required for the preparation of the accounts of the Zemindary as on a former occasion the Government has sanctioned the entertainment of a Gomastah on a salary of 10½ Rupees for Month for preparing the accounts of Yailoomaday and Singumputty Zemindaries.

I have, etc.,

(Signed) E. B. Thomas,

Collector.

Tinnevelly–Tencausey,

12*th June* 1848.

(True copy)

No. 44.

To

The SECRETARY to the BOARD of REVENUE,

Fort St. George.

Sir,

I have the honour to report the death on the 29th November last of Thoommoochee Naicker the Zemindar of Paryoor Zemindary in this District paying a Peshcush annually of Rs. 12,250. There is no arrear against the Zemindari except Rs. 110–3–1 due up to 31st January last on account of the current fasli 1258. The Tahsildar of Srivilliputur Taluk in which the estate is situated was deputed to make the necessary enquiries, to take an inventory of the property and to arrange the affairs of the deceased Zamindar which he accordingly did and took charge of the Zemindary on the 30th November last.

2. The deceased Zamindar has left 2 sons viz., Thoommeahswamy Thoommoochee Naicker a boy of about 2 years of age by his second wife and Moothoocoomaraswamy Thoommiah Naicker a boy of 8 years old by his wife; the former though younger than the latter is according to Hindu Law the legal successor to the Estate and was born on the 10th December 1846. His minority will expire on his completing his 18th year on the 9th December 1864. It does not seem necessary with reference to what was mentioned in a letter to the Secretary to the Court of

Wards of the 11th May 1844 regarding the Yuiloomaday Estate specially to recommend any guardian to be appointed for the Minor but his Mother is his natural guardian and seems quite fit to be so with the security and benefit derived from the Estate being taken under the management of the Court of Wards.

3. The property of the Zamindar in silver and gold jewels and brass utensils amounted in value to Rs. 448–0–8 which has been carefully secured in the Zemindar's house excepting the necessary cloths and brass utensils given for daily use to the Zemindar's family. The sunnud of Istimerar is reported by the Tahsildar to have been lost in a Robbery that took place long ago in the Zamindar's house. No loan bonds or other Documents have been found to have been left by the Zamindar requiring to be secured in the Treasury.

	RS.	A.	P.
Silver and gold jewels ...	315	10	8
Brass utensil	132	6	0
	448	0	8

4. It appears from the copy of a Bond which accompanied the Tahsildar's Ursee that Rs. 400 are due by the Zemindar out of a sum of 1,000 Rupees he had borrowed of one Coomaraswamy Reddy. No other creditors have come forward claiming payments of debts due on loan bonds executed by the late Zamindar. The genuineness of the bond will be ascertained and the result reported for the Board's information and orders hereafter.

5. The net revenue of the Zemindary for fasly 1257 amounts as per account furnished by the Zemindar's own Curnom to Rs. 16,505–9–11 from which deducting Rs. 14,032 on account of Pesheush and other charges as shown in margin the remainder is Rs. 2,473–9–11 which is expected to be brought to account as the annual surplus in future years in favour of the Estate.

—	RS.	A.	P.
Net revenue for fasli 1257	16,505	9	11
Deduct—			
Pesheush per annum ...	12,250	0	0
Amin sibbandy per as per list No. 1 accompanying.	672	0	0
Subsistence of the Zemindar's family as per statement No. 2 accompanying ...	1,110	0	0
	14,032	0	0
Remaining ...	2,473	9	11

6. The statement No. 3 herewith submitted shows the extent of private farms of the Zemindar paying an annual rent of Rs. 843–11–0. The charges for the subsistence of the younger brother and other relatives of the late Zamindar are not included in the List No. 2 provision being made already by the late Zamindar for their support during his life time thereby securing to them a net yearly income of Rs. 394–4–6.

7. As it appears from the Tahsildar's Arsee that Rs. 314–8–7 were borrowed and expended by the younger brother of the late Zamindar for part of the funeral ceremonies of the latter and that the charges necessary to complete these rites would come altogether to 700 Rupees. I beg to recommend that early sanction may be granted for the repayment of the above as well as for the disbursement of the balance amounting to Rs. 385–7–5 from the ready cash on hand belonging to the Estate amounting to Rs. 516–13–9.

8. In 1848 at the earnest request of the Zamindar an Ameen establishments was sanctioned on the 5th April last to assist him during his severe indisposition in collecting the dues outstanding against his ryots and to act under his orders. Subsequent to his demise the surviving 6 out of 8 widows of the Zemindar signified their desire to have his brother appointed Manager of the Estate without taking it under Circar management. The ryots also have supported this proposition but from a report received from the Tahsildar who went to the spot, I am induced to think that such a measure is by no means desirable and is likely to be prejudicial to the minors interests.

9. It is to be observed that the estimated changes for the sibbandy and maintenance of the family of the deceased Zamindar does not exceed 11 per cent upon the Net Revenue of the Zamindary

10. Under these circumstances I request you will be good enough to procure the sanction of the Board for the necessary establishments according to the accompanying list No. 1 amounting annually to Rs. 672 and also for the charges required for maintenance of the Minors and other members of the family consisting of 10 persons at Rs. 1,110 per Annum carefully estimated with reference to their wants as shown in statement No. 2 herewith forwarded. To have effect from the 30th November last the day following the late Zamindar deceased.

I have etc.,

TINNEVELLY,
26th February 1849.

(Signed) F. B. ELTON,
Acting Collector.

No. 1.

Proposed list of servants for the Estate belonging to the Minor Zamindar of Paryoor under Sirkar management in the province of Tinnevelly for fusly 1258.

Office or employment.	Amount of estimated charges or pay per mensem.	Amount of estimated charges or pay per annum.

No. 98.

To

THE SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

With reference to your letter of the 13th Ultimo, I have the honour to state for the information of the Board that on referring the question regarding the right of succession of the sons of several wives of the deceased Zemindars to the Estates of their Fathers to the Zamindars of Yettiapuram and other Poliaputs mentioned in the margin. They all with the exception of the Zamindar of Sivagiri whose answer has not been received state that the custom prevailing is that in case a Zemindar has more wives than one and has children by all of them that the son of the 1st wife though younger than those of the others will be the heir to the Estate. Should this custom among the Poligars of Tinnevelly be considered by the Board as authorising the succession of Thoommiahsawmy Thoommachee Naicker, no alteration will be necessary in the arrangements mentioned in my letter of 26th February last.

Saptoor
Athangaray
Maneachy
Shievagherry

I have the honour, etc.,

TINNEVELLY,
19*th May* 1849.

F. B. ETTON,
Acting Collector.

No. 166.

To

THE SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

Para. 1. In replying to your letter of 11th June last I have the honour to enclose copies of the opinions received from the several ancient Zamindaries and Poligars in this District on the subject of the rule of succession among the children of several wives.

2. The list in the margin shows the titles of the Poligars consulted. The first seven and the fifteenth in order are of the same caste was the deceased Poligar of Paryoor Toomichu Naicker.

1. Yettiapuram.
2. Seeuthyoor.
3. Attengaray.
4. Thummakottah.
5. Panvaley.
6. Gollapatti.
7. Yuiloomaday.
8. Shevagherry.
9. Maneachy.
10. Naduvacoorichi.
11. Kadambur.
12. Talavancottai.
13. Mailmanday.
14. Sorunday.
15. Wootoomalay.
16. Saptoor.
17. Saithoor.
18. Collancondan.
19. Auvoodiapuram.
20. Woorcaud.

3. Of these the first fourteen give their opinion that the eldest surviving male issue of the wife earliest in order who survives should be the heir to his father.

4. The fifteenth agrees but with the proviso that if a Zamindar marries two wives at the same time the first born son of either of these is senior for the succession.

5. The sixteenth is of opinion that the son of the Woman earliest betrothed although not first married to the Zamindar is to be regarded as the heir in preference to the son of any other wife though he be the elder.

6. The seventeenth, eighteenth and nineteenth declare in effect that the Zamindad has the power to select the heir among all his sons by different wives.

7. The seventeenth states that the rule for Zamindars of his caste (Srinboonattoo Maravars) is that the son of the 1st wife if he survives is rightful heir—failing a son by the 1st wife, the first born among the sons by all other wives has right to succeed his father.

I have the honour, etc.,

TINNEVELLY,
24th August 1849.

(Signed) C. I. BIRD,
Ag. Collector.

No. 150.

To

THE SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

I have the honour to report the death on the 2nd instant of Nagiaswamy Kamia Naicker the Zamindar of Sauptoor in this District paying a Peshcush annually of Rs. 9,037. There is a balance against the Zamindari of Rs. 1,337 up to this date on account of the last Fusli 1260. The deceased has left a son of about 2 years of age named Nagiaswamy Kamia Naicker.

2. The Tahsildar of Streevellypootoor Taluk in which the Estate is situated has been deputed to make the necessary inquiries to take an inventory of the property and to arrange the affairs of the deceased after which I shall have the honour to report the arrangements which appear to me to be necessary for the management of the property and the care of the young Zamindar.

I have etc.,

TINNEVELLY–TENCAUSY,
21st July 1851.

(Signed) C. I. BIRD,
Collector.

No. 175.

To

THE SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

Para. 1. I have the honour to report that I have this day attached the Estates noted below on account of arrears of Peshcush due up to this date and to

submit a detailed statement exhibiting the balance together with the Sibbendy Establishment necessary for their management for which I request the sanction of the Board :—

Vadymittah 1.

Maniyachy 2.

Cadumboor 3.

2. The Proprietor of Cadumboor having lately died and the Estate being supposed likely to escheat to Government in consequence of failure of rightful heirs I have thought it better not to propose a separate Ameen to manage it but to place the Tahsildar of the Talook in which it is situated in charge giving only a Sumprethy to keep the accounts separately from those of the talooks lest an heir should appear and establish his right—and two peons and a small allowance for Sawderwared. I shall shortly report separately on the subject of this lapse in Cadumboor.

I have, etc.,

TINNEVELLY–TENCAUSY,
15th August 1851.

(Signed) C. I. BIRD,
Collector.

(Vide : Board's reply dated 25th August 1851 N. 200).

No. 196.

To

THE SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

Para. 1. Adverting to para. 2 of my leter of 15th Ultimo, I have the honour to report that Mootoo Salavachy late Zamindarree of Cadumboor in this District died on the 1st of last month.

2. She succeeded to the Estate on the demise of the senior widow of their common husband Sembooly Pandia Thadia Talavar under the permission of the Board of Revenue dated 28th July 1842.

3. Three parties now claim to succeed the deceased. I. Coomarasawmy Talaven who pretends to be the son of Sembooly Pandia Tadea Talaven by a different wife from the two who enjoyed the property after him in succession as legal heirs. Had he been a legitimate son he would have immediately succeeded his father and as he is illegitimate, he cannot, I apprehend be recognised as Zamindar by virtue of any will or other instruments made as he avers in his favour by both the two last Zamindarnees. I need not therefore trouble the Board with an examination of this claimant's right. II. Thungamy Nacheyar widow of Coomarasawmy Thadia Tlaven Predecessor of the before named Sembooly Pandia Thadia Talaven. This persons claim was formerly tried and set aside in the Decree of the Sadder Udalat copy of which accompanied Sir H. Montgomeree's letter to the Board dated 11th July 1842 on the ground that the widows of the latest Zamindar were his heirs by Hindoo laws and therefore the widow of the Elder Brother though he had been Zamindar was entitled only to maintenance. Now however that both the lawful widows of Sembooly Pandia Thadea Talaven are dead it may be a question whether by Hindoo law the right of the widow of his Elder Brother who had been Zamindar before him comes into existence. On this point, the Board may consider it proper to obtain a legal opinion. III. Poolamy Talavachy puts in a claim as second widow of the Father of Coomarasawmy Thadia Talaven before mentioned and on the strength of a pretended request of the deceased dated the day preceding her demise. Her title must be more distant than that of Thungamy Nachayar and needs no further remark.

4. If the title of the second of the above named claimants is decided not to be good the Estate escheats to Government, but it may be considered right to make some provision for the existing connections of the family in the way of pension.

5. The property left by the deceased besides the land is reported by the Tahsildar who took charge of the Estate under my orders, to be as follows :—

	RS.	A.	P.
Gold jewels valued at about	226	12	0
Silver articles valued at about	20	10	0
Brazen utensils valued at about	30	2	0
Brass utensils valued at about	95	10	0
Copper utensils valued at about	25	8	0
Palankan, cot, bandy, clothes, etc., valued at about ..	269	14	0
	668	8	0
Grain valued at about	150	8	0
Cattle valued at about	292	4	0
House valued at about	2,000	0	0
	3,111	4	0

6. A portion of these if the Estate reverts to Government will have to be sold to make good the arrears of Peshcush outstanding at the end of last Fusli amounting as shown in the enclosure to my letter of 15th Ultimo to Rupees 1,050 exclusive of interest and the remainder may either be made over to Thungamy Nachear as the most spacious owner or treated as unclaimed property. No demands have as yet been made on account of private debts against the estate of the deceased Zemindarnee.

Soliciting the orders of the Board of Revenue on the subject.

I have, etc.,

(Signed) C. I. Bird,
Collector.

Tinnevelly,
4th September 1851.

No. 210.

To

The SECRETARY to the COURT of WARDS,
Fort St. George.

Sir,

I have already reported the death of the Saptoor Zemindar Nagayasamy Camaya Naicker on the 21st July 1851. The annual Peshcush of the Zemindary amounts to Rupees 9,037. Of this sum the balance outstanding on account of fusly 1260 at its close amounted to Rs. 1,337 which having been since collected there is no demand in this office against the Estate.

2. From an Urzee received from the Tahsildar of Streevellypootoor in reply to an order issued to him on the subject it appears that the family of the deceased consists of 14 souls of whom 13 are females including the 7 widows left by the deceased, that the 6th widow * has a son born on 30th October 1849 and called after his father's name and that she is again now pregnant. The minor alluded to will attain his majority or 18th year on the 29th October 1867. A list No. 1 showing the members of the family left by the deceased with the exception of his first widow together with their names and the age and the proposed amount for their maintenance is herewith forwarded.

* Velle Pommauchi Ammal.

3. The 1st widow Gopalakrishna Ammal has been omitted in this list in consequence of the deceased Zemindar having during his lifetime in 1836 executed to her a deed whereby she should enjoy after his death half of a village, named Vandapulli paying only to the Zemindary a fixed favourable tax of 42 Pons and 5 fanams per annum. The original (to be returned) and translation of these instruments are herewith submitted.

4. In accordance with the wishes of the Minor's Mother and the order of Government prefixed to the Board's Proceedings of 17th June 1844 respecting the Yailoomaday Zemindary, I beg to recommend the Mother of the Minor being appointed as the guardian of the latter.

5. The gold and silver jewels and other personal property left by the deceased Zemindar are valued by the Tahsildar at Rupees 6,550–15–3. I beg to enclose a list No. 2 containing the above particulars with remarks showing what it is considered should be put up to auction what deposited in the Huzoor Treasury and what allowed for the use of the proposed guardian. It will be seen from this list that the ready money amounts to more than Rupees 43–13–0. The Tahsildar has been directed to send the Istimrar Pattah of this estate to the Huzzoor for the purpose of being deposited in this Treasury.

6. Statement No. 3 accompanying will show the debts due to the late Zemindar to be Rupees 105–5–0, for the recovery of which the necessary orders have been sent to the Tahsildar.

7. Statement No. 4 exhibits the private debts claimed from the Estate of the late Zemindar by different creditors amounting to Rs. 28,382–6–0. Of this sum Rupees 27,811–13–6 are proved on investigation to be owing to 6 persons on bonds executed by the late Zemindar and by the admission of the Minor's Mother. The bonds produced by 5 other creditors to the amount of Rupees 570–8–6 being disputed by the Minor's Mother fourth inquiry will be made regarding the justice of their claims. The other debt with the Board's permission may be put in a train of liquidation.

8. The late Zemindar during his life time rented out the Zemindary for 10 years from Fusly 1254 to 1263 and the Rentee Ramasamya Pillay has been in the enjoyment of the property up to Fusly 1260 paying to the Zemindar annually Rupees 16,130–6–0. The Rentee has produced 3 stamped documents executed to him by the Zemindar on the 29th and 31st July 1644 originals to be returned and translations of which are herein enclosed. From these it will be seen that the whole Zemindary including the private farm was in the first instance rented out for Rupees 17,500 per annum and afterwards a reduction of Rupees 1,369–10–0 was made in the amount of rent in consequence of the Zemindar having resumed the private farm under his own management. It will also appear that the renter undertook to execute all Earth works to the Tanks etc. at his private charge leaving the cost of Masonry works to be borne equally by himself and the Zemindar.

9. It is ascertained by enquiry and the rentee admits that he owed to the Zemindar on account of Fusly 1260 Rupees 3,137–6–8 but of this sum he has since paid to Government Rupees 1,349–9–0 in satisfaction of the kist (including interest) due by the Estate for the month of June of Fusly 1260. For the collection of the remaining sum of rent amounting to Rs. 1,787–13–8 orders have been sent to the Tahsildar. Statement No. 5 explaining these particulars is herewith forwarded for the information of the Board.

10. The Minor's Mother has requested by an Urzee that the private farm may be left in her possession on the terms of the late Zemindar's 2nd agreement with the renter but as the Zemindary is involved in debt to a large amount and as the renter is desirous of taking the whole Estate for the remainder of his lease on the terms of the first agreement paying 17,500 Rupees per annum it seems to me more desirable to make over the private farm to him than to continue the deduction of Rupees 1,369–10–0 which must be made whether these lands are under cultivation or not.

11. The gross income of the Zemindary per annum and the amount required therefrom on account of Peshcush and maintenance of the Minor and the family are shown in the margin. From which it will be seen that the net surplus amounts to Rupees 7,206–1–4 which may be applied for the liquidation of the debts due by the late Zemindar.

	RS.	A.	P.
Amount of annual rent due the Zemindary by the renter.	17,500	0	0
Proceeds derivable from tope not included in the rent.	31	9	4
	17,531	9	4
Deduct			
Deduct Peshcush ...	9,037	0	0
Annual allowance for the subsistence of the Minor etc. as per statement No. 1 ...	1,288	8	0
Total deduction ...	10,325	8	0
Surplus per annum ...	7,206	1	4

12. The Renter Ramasamya Pillay has given satisfaction to all parties in his administration of the affairs of the Zemindary hitherto from the time he entered upon his lease and there is no reason to suppose that his conduct will be different in future. I beg therefore to recommend that he may be considered as Manager of the Estate without the entertainment of any other establishment during the remaining 3 years of his rent till Fusly 1263 after the termination of which it will be necessary to make other arrangements.

I have, etc.,

TINNEVELLY,
22nd September 1851.

(Signed) C. I. BIRD,
Collector.

ENCLOSURES.

Translation of an agreement executed on stamp paper by Narayanasawmy Camaya Naicker Zemindar of Saptoor to Gopalakristna Ammal under date the 15th December 1836.

Independent of my having married you as my 1st wife, I am now desirous of contracting in the month of Tye of the current Thoonmooky year, a second marriage with the damsel at Paryoor connected with me by affinity. Consequently in the event of your giving birth to male issue subsequent to my second marriage your son shall succeed to the Zemindary after my death, and if I have not a son by you I engage as long as I live, to provide you and your 2 servants with food and raiment without your feeling any want and after my death you shall enjoy during your life time half of the proceeds accruing from the nanjah, poonjah, tope etc. of Vandapally village paying at my cutchery a Poroopoo assessment thereon of Chumrums 42 and fanams 5 per annum. After my mother's death I will reserve to myself the privilege of giving betelnut etc. hitherto exercised by her on the occasion of receiving marriage etc. presents such as betelnut etc. from different countries. This agreement was thus executed of my free will and accord.

(Signed) Narayanasawmy Camaya Naicker.

Witnesses.

(Signed) Kylasamien of Kenghycondan.
Do. Vencatachellamien of Yettiapoorum.
Do. Soobramoneya Pillay of Kyathar.
Do. Moothoosawmya Pillay of Chinnoor who wrote this agreement.

(True translation)

(Signed) C. I. BIRD,
Collector.

Translation of a Rent Puttah executed by Nagayasawmy Camaya Naicker Zamindar of Saptoor in the Zillah of Tinnevelly to Ramasawmya Pillay son of Poodoor Soodalamoothu Pillay residing at Shenbakum Pillay street in Tinnevelly on the 29th July 1844 or 16th Audy of Aundoo 1020.

As I have rented to you all the villages attached to my Zemindary with their nunjah, Nunjahmail Poonjah Vanpyre and Poonja lands as per Auyacut and the Palmira and cocoanut and other Topes as well as the Hill rent and the rent for cutting down trees etc. with the exception of the following 5 villages.

Devathayam. Alagurcoil manium, Palayoorjummahbundy village ...	1
Kylasanadasawmycovil manium Kylasapoorum Jummabundy village ...	1
Mavoot Voothayagherymadasawmy covil Madalayam manium Mavootputty Jummahbundy village	1
	3
Poroopoo Vandapully Jummahbundy village	1
Maricanlum canttancolum Jummahbundy village ...	1.
	2
Total ...	5

as per auyacut for 10 years from fusly 1254 to 1263, Aundoo 1020 to 1029 and from the year Croathy to Prematheetehu at Rs. 17,500 per annum, you are hereby entitled to enjoy for 10 years the term of the above lease all the lands (nunjah, nunjahmailpoonjah, Vanpyre, Poonjah, Tadbund and cocoanut trees, as well as Hill rent and other Topes etc. which I have hitherto allowed the ryots to cultivate and pay teerwah, varum and rent at my own discretion, which are now and may hereafter be cultivated as the ryots of my Zemindary have no right to the lands. You should after ascertaining the manner in which the Jummahbundy was made as per auyacut by the Tahsildar appointed by the Company formerly and afterwards by myself and the persons to whom rented my Zemindary, cause the lands to be cultivated by the ryots at your own discretion. You are to enjoy the income thereof and to collect the annual Poroopoo, teerwah, of 85 and 10 chkrums on a Vundapully and Maricaluncauttan villages above alluded to. The loss and profit shall go to your own account. You shall pay out of the stipulated rent money above mentioned, Rs. 9,037 to the Cirkar being the annual Peshcush of my Zemindary and Rs. 8,463 for my household expenses annually and take a receipt for the same from me on stampt paper. In case you fail to pay the rent money punctually you give interest for the balance at 1 per cent and if I do not act up to this agreement and any decreases occurs in consequence in the income I shall make good the same to you.

(Signed) Narayanasawmy Camyah Naicker.
(,,) Saptoor Pagavathymoothoo Pillay. ...
(,,) Sumprathy Poonnavanum Pillay.
(,,) Cusbah Number Curnum Moothoosawmya Pillay.
(,,) Coodesairy Nattamy Vellaycavoondun.
(,,) Vuttroyeroopoo Soobramoneya Pillay residing at Mayamancoorehy.
(,,) Vundanum Soobramoneya Pillay.

Writer of this deed (signed) Iemperumal Pillay son of Veeravagoo Pillay of Paryoor.

(True translation)

(Signed) C. I. Bird,
Collector.

No. 32.

To

The SECRETARY to the BOARD of REVENUE,
Fort St. George.

Sir,

I have the honour to report the death of Sooba Naick the Zamindar of Sevalpatti in this District on the 19th Ultimo and to inform you that 3 days previous to his demise he addressed an Urzee to me requesting that his eldest son Sawmy Naicker

aged 13 years may be recognized as heir to the Estate and that his uncle Permaul Naig may be appointed as manager of the Estate and his brother Vencatasawmy Naig as guardian to his son during his minority.

2. The said Sawmy Naick reported the death of his father on the 20th and Perumaul Naick and Vencatasawmy Naick also intimated to me on the same day their nomination as manager and guardian respectively by the late Zemindar. These statements are corroborated by the widow of the Zamindar in her deposition before the Tahsildar who was directed to ascertain her wishes regarding the matter.

3. By the correspondence noted in the margin, it will be seen that the same Perumaul Naick was manager during the minority of the deceased Zamindar and under these circumstances, I have the honour to recommend the nomination of the 2 persons above named as manager and guardian, a measure calculated to secure the interests of Sawmy Naick during his minority.

* To Board 8th December 1831.
From Do. 9th January 1832.

4. The amount of Peshcush of the Estate is Rupees 6296–8–6 and there are no arrears outstanding against it.

I have etc.

TINNEVELLY,
9th February 1853.

(Signed) C. I. BIRD,
Collector.

73917

No. 132.

To

THE SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

I regret to have to report the death on the 24th Ultimo of Jaggaveera Rama Coomara Yettappa Naicker Zamindar of Ettiapooram the most considerable and at the same time well disposed and liberal minded native Gentleman in this District.

2. He has left lasting monuments of his public spirit in the bridges which he erected at his own charge over the Chittaur Gangagoondan and the Oopaur at Kytaur on the high road from Palamcottah to Madras, for which he received expressions of the approbation of Government as also for his ready consent to follow up the above instances, of benefaction by building a bridge and a Chattrum at Ettiapuram on the line of new cotton road now in progress towards Tuticorin.

3. The late Zamindar had no legitimate issue and the surviving family consists of 2 widows and 4 brothers of whom the elder brother Jaggaveera Rama Vencateswara Yettapa Naicker now 32 years of age has succeeded him as Zamindar of Ettiapooram in accordance with the rules of the Tottier Caste.

4. From my own acquaintance with the present Zamindar Jaggaveera Rama Vencateswara Yettappa Naicker, I am able to state that he is fully competent to conduct the affairs of the Estate and there is no doubt of his honourably fulfilling his duty to all the members of the family who are dependant upon him for maintenance.

5. I have had an interview with the Zamindar since his accession during which he assured me of his inclination to make good his late brother's engagements with respect to the masonry works on the Cotton road and generally impressed me with the opinion that he is disposed to pursue the same course of benevolent enterprise and I trust he will prove an equally loyal subject of the Government and considerate landlord to his ryots as was his Predecessor.

I have etc.

TINNEVELLY–TENCAUSEY,
18th June 1853.

(Signed) C. I. BIRD,
Collector.

V21197,93 (X723)

No. 133.

To

THE SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

1. I have the honour to submit for the consideration and orders of the Board of Revenue a statement showing certain claims made by relations of the Saptoor Minor Zamindar for Maniums in land given or promised to them by the late Zamindar.

2. Some of these appear to me deserving of concession and others for reasons given in the column of remarks I consider not to be founded on grounds sufficiently strong to render it proper to burden with them an Estate so much in debt as this one is.

3. All the parties occupy and cultivate the lands which they claim to hold tax free or on favourable assessment. The claim is only for the Beriz and as under the orders conveyed in Extract from the proceedings of the Board of Revenue dated 24th November 1851, the whole Estate inclusive of Punnay lands was made over to the Renter on the terms of the first agreement made with him by the late Zamindar the simplest way now as it is not worth while to disturb the present arrangement for so short a time will be to pay with arrears as a money allowance out of the income of the Estate to those of the claimants whose cases are favourably decided, the amount of beriz due by them to the Renters until the expiration of his lease at the end of the next Fusly after which the Maniums may be treated as life grants.

4. Board's petition No. 2272 of 1852 from the Vakeel of certain of the claimants entered in the accompanying list is herewith returned.

I have etc.

TINNEVELLY–TENCAUSEY,
23rd June 1853.

(Signed) C. I. BIRD,
Collector.

ENCLOSURE

Memo showing the Manium granted by the Zamindar of Saptoor to his relations prepared on reference to an account received from the Tahsildar of Streevellypootoor under date the 15th October 1852.

Names of persons and the relationship in which they stand to the Zamindar.	Age.	Name of the village in which the Manium land is gtanted.	Particulars of Manium land. Sand etc.	Beriz.	Total.
				RS.	
1. Nagiasamy Camia Naiker, son of younger brother of the deceased Zamindar.	10	Saptoor ..	Nanjah Sl. 10.	80 0 0	
2. Kamaloo Ummal Mother Do.	30	Vittilputty.	Poonjah Chs. 30.	159 1 5	
3. Uckapommaloo Ummal, Step mother of Do.	20	Thooloo-cootty.	Tope one ..	6 0 0	
4. Cootty Ummal, Grand mother of Do. ..	55	Naikanoor ..	..	..	245 1 5
Mootooveerummal sister of the deceased Zamindar.	42	Saptoor ..	Nunjah 2–0–0	18 0 0	
			Poonjah Chs. 10	42 6 9	
			Tope trees 10.	2 0 0	
				62 6 9	
		Codycolum.	Nunjah Sl. 3.	30 0 0	
			Poonjah chs. 5.	42 6 8	
				72 6 8	
					134 13 5

Names of persons and the relationship in which they stand to the Zamindar.	Age.	Name of the village in which the Manium land is granted.	Particulars of Manium land. Sand etc.	Beriz. RS.	Total.
1. Teroovencatasawmy Naik, son of Sankaralinga Naiker grand uncle of the deceased Zamindar.	50				
2. Rungammal, wife of Do.	40		Nunjah 1–17–4.	15 0 0	
3. Ramasawmy Naik, son of Do.	23				
4. Sinna Ramasawmy Naik Do.	20	Saptoor ..			
5. Mootoosamy Naik Do.	17		Poonjah Chs. 10.	35 0 0	
6. Sinnummah, daughter of Do.	13				
7. Thanthia Naik son of Do.	9				50 0 0
8. Moothoomeenummal, wife of the eldest son of Do.	20				
9. Nagiasamy son of Do.	3				
1. Gopalasawmy Naik, Maternal uncle of the deceased Zamindar.	57				
2. Paupoo Ummah, 2nd wife of Do. ..	29		Nunjah Sdl. 1.	3 4 0	
3. Moottoolingasawmy Naik son by first wife of Do.	26	Saptoor ..			
4. Poombasawmy Nk. son of Do.	20		Poonjah Chains 4.	16 15 6	
5. Lingummah daughter of Do.	5				
6. Aundy Ummah, wife of the said Moottoolingasamy Naik.	20				20 3 6
Mottoosawmy Naick, cousin of the deceased Zamindar.	20	Saptoor ..	Nunjah Sdl. 1.	10 0 0	
			Poonjah Chs. 3.	12 12 0	
					22 12 0
			Total ..		472 14 4

TINNEVELLY–TENCAUSEY,
23rd June 1853.

Remarks.

The Tahsildar states that these individuals who form what in the family was called Chinna Arramany lived with the Zamindar in his own house until Fusly 1251, that in the subsequent Fuslies 1252 and 1253 they enjoyed the lands and paid a favourable Teerwah (Rs. 21–3–5) to the Zamindar and that in Fusly 1254 in which the Zamindary was rented, the Zamindar has mentioned in the agreement executed by him to the Renter on the 31st July 1844 (Vide translation enclosure No. 210 in my letter of 22nd September 1851) that he Renter should receive the Poroopoo Teerwah of Rupees 21–3–5 and that Rupees 245–1–5 here entered will be deducted from the amount (Rupees 17,500) of Rent. The Tahsildar further states that they have no other means than the Manium. The Vakil of Ranee Vellipommanchy Ummahl admits in his deposition given before the Tahsildar on the 9th August 1852 that this Manium should be continued to the Chinna Aramany and the Renter deposes to the effect that the Chinna Aramanay has the enjoyment of the lands in question and that the Teerwah leviable thereon was deducted out of the amount of rent under an agreement executed to him as Renter by the Zamindar on the 31st July 1844. It seems therefore just that the Manium should be continued particularly as the individual first placed among these four is the heir presumptive to the Estate.

The Tahsildar states that Moottooverummal here alluded to enjoys this land which she had as a Dowry from her father at the time of her marriage from Fusly 1232 to 1260 that there is no document to this effect and that the teerwah leviable on these lands was remitted by the Zamindar during the period he had the Zamindary under his own management and after it was rented deducted from the amount of rent. The Vakil of Rawnee Vellia Pommachy Ummal in his deposition given before the Tahsildar on the 9th August 1852 states that the Manium land is entered in the account from Fusly 1232 and that the Beriz was deducted in the amount of rent up to Fusly 1260. The Rawnee in her Yadast to the Tahsildar under date the 5th August 1852 supports the above statement. The Renter in his deposition given before the Tahsildar on the 13th August 1852 states that Mootooveerummal did enjoy the Nunjah and Poonjah lands and Tope here entered from Fusly 1254 to 1261 and that the Zamindar continued to deduct the Teerwah leviable thereon out of the amount of rent and to pass a receipt in his name. Under these circumstances I recommend this Manium to be admitted.

It appears that Sd. Cottahs 20 in Cadumuncolum and one village called Chinna Cuttay was given (the latter on a favourable tenure of 40 Pons per year) for the subsistence of Thanthia Naik the brother of Teroovencatasawmy Naik who enjoyed it for 30 or 40 years

and that after his death the above lands were taken by the Zamindar to himself and the lands etc. noted in the Margin were given on a favourable tenure of Poroopoo Terwah for the subsistence of both the son (Ramasawmy Naik) and the brother (Teroovencatasawmy Naik) of the deceased and a document to that effect was issued to them by the Zamindar on a stamped paper of the value of Rupee 1 on the 12th Chittry of the year Partheva or 22nd April 1825 and that the said Ramasawmy Naik having died the Zamindar gave the lands entered in Col. 4 for the subsistence of the Teroovencatasawmy Naik in question. The renter also states that Teroovencatasawmy Naik did enjoy the Nunjah and Poonjah lands from Fusly 1254 to 1261 and that the Zamindar continued to pass a receipt in his name for the amount of Teerwah leviable thereon. The Board will decide whether considering the distant relationship of the Family here named to the present Zamindar the fact that they have means of livelihood from cultivating land and the circumstance of the Estate being much in debt this Manium ought to be continued.

Sl. 2 in Cusbah Pereacolum.
,, 3 in Coodysairy.
,, 2 in Codycolum.
—
Sl. 7.
—
7 Chs. of Poonjah in Uttyputty.
5 Do. in Cusbah.
3 Do. in Codycolum.
—
15
—
10 Tamarind Trees.

It appears that these lands were given as Manium and are enjoyed by them from Fusly 1235 to 1260. There is no document to this effect. The renter states the same as he did in the case of Teroovengadasawmy Naik and I leave this case like the above for the determination of the Board of Revenue.

This individual states in his deposition given before the Tahsildar that the Zamindar had promised to grant him Manium for Fusly 1260 but that he lived with the Zamindar in his house until Fusly 1259. The renter says that no land was enjoyed by this individual as Manium during the life time of the Zamindar. The claim consequently appears to me altogether inadmissible.

(Signed) C. I. Bird,
Collector.

No. 174.

To

The SECRETARY to the BOARD of REVENUE,

Fort St. George.

Sir,

Sudalamuthu ammal, Zamindarini of Singampatti who was put in possession of that Estate by virtue of a decree of the Civil Court of Tinnevelly passed in 1851 having petitioned me under date 24th February last in conjunction with her daughter Sivanoye Ammal who is the next heir according to the opinion of the Law Officers of the Sudder Adalut quoted in para 11 of the above decree to register the Estate in the name of her grand son Sivasubramonia Tevar only son of Sivanoya ammal just mentioned and her next heir as she and her daughter are desirous to relinquish their possession and right in his favour, I sent for the parties yesterday and having satisfied myself that the request was the free and spontaneous act of the Zamindarini and her daughter and had the consent of the husband of the latter who is the father of Sivasubramonia Tevar and seeing nothing in it that is not consonant with the provisions of Section VIII Regulation XXV of 1802 I have the honour to solicit permission to register the transfer of the Singampatti Estate accordingly in the name of Sivasubramonia Tevar. The age of this individual is stated to be 27 years and his appearance accords with the assertion. He seems intelligent and has for some time been the real manager of the Estate.

I have etc.
(Signed) C. I. Bird,
Collector.

Tinnevelly–Shermadevi,
6th June 1855.

No. 302.

To

THE SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

I have the honour to report for the information and orders of the Board of Revenue that the Zamindar of Sivagiri whose estate as mentioned in my letter of 8th September 1854 was taken under attachment on the departure of the Renter Mr. G. F. Fischer of Salem for arrears of peishcush amounting to Rs. 11566–4–6 has paid the full amount due but is unwilling to take charge of the management and has petitioned me to retain it for some time longer under the Sircar.

2. It is understood that the written engagements between the Zamindar and Mr. Fischer have been torn up and that Mr. Fischer does not intend to interest himself any more in the Estate.

3. The accompanying translation of the Zamindar's petition will show what are the reasons he gives for not wishing to resume management and the ill feeling existing between the Zemindar and his ryots is so great that if he were to attempt to do so it could not fail to throw the Estate into the same disorder as it was before it was attached in June 1852.

4. This Zamindary is one of the heavily assessed Nunjah Estates alluded to in para 19 of my report dated 5th Ultimo on the reduction of the assessment and it is partly in consequence of the inability of the Zamindar to grant his ryots indulgences similar to those enjoyed by the cultivators of neighbouring Ayen lands and pay his own pishcush that he has fallen into so great difficulties and incurred the hatred of his people. I beg therefore to recommend compliance with Zamindar's request as to retaining the Estate under management but with respect to his wish to be put in possession of the money collected and to be collected from the ryots (as per margin). I am of opinion that the Civil Engineer should be requested to inspect the estate and report what sums are required for repairs of existing works and the remainder if any after providing for such repairs should be made over to the Zemindar.

Already collected Rs. 12,990–7–8 Balance against the ryots since the estate was first attached for Fasli

1263	3048	7	3
1264	5071	11	2
Total ...	8110	2	5

I have etc.,

TINNEVELLY–TENKASI,
8th October 1855.

(Signed) C. I. BIRD,
Collector.

ENCLOSURE.

Translation of an Arzee addressed by Varacoonaramapandia-Chinna-thambiar, Zamindar of Sivagiri to C. J. Bird, esquire, Collector of Tinnevelly under date the 27th September 1855.

The arrears of Revenue for Fuslies 1263–64 on account of which my estate was attached having been realized, an order has been issued by your honour for making over the same (Zamindary) to my charge.

2. But as for reasons below stated I am not willing to have the Zamindary placed under my control, I request your honour will be pleased to retain it for a few days more under the Sircar management.

3. As this Zamindary abounds with wet lands and as there has been no rain for the last 4 or 5 years, drought and short produce have occurred. I have lost property to the amount of 100000 rupees by destruction by fire, and thus I am reduced to a deplorable condition and involved in debts. Besides some of the refractory ryots of the Cusbah who were lately visited with punishment by the Sirkar for assembling riotous mobs and raising disturbances in the cultivation and collection of revenue having relapsed into their prestime misbehaviour are endeavouring to do mischief.

A considerable amount of arrears remains to be collected from the ryots to whom individual pattas have been granted for 4 faslis viz from 1261 to 1264 after the Jamabandi settlement was made by the Sircar. I am of opinion that if the estate were to be left

under my charge now, the ryots will not submit to me nor, pay the tax punctually and so I will derive no good by it and I therefore beg to say that as I have no one to look for protection but your honour I request your honour to keep the estate under Sirkar management for a few days more to get the arrears realized to bring the ryots to subjection and to relieve me from debts and distresses in which I am involved and finally to put me in charge of my estate.

In conclusion I entreat your honour will be pleased to keep the estate under the management of the Sirkar till I ask for it to get the affairs conducted in such a manner as the revenue of the Estate may increase and to order the collections that will be made on account of arrears for fasli 1264 to be paid to me on my receipt.

(Signed) Veerakumaramapandia Chinnathambiyar,
Zamindar of Shivagiri.

(True translation)

(Signed) C. J. Bird,
Collector.

No. 369.

To

The ACTING SECRETARY to the BOARD of REVENUE,
Fort St. George.

Sir,

With reference to the concluding part of para 2 of an extract from the Proceedings of the Board of Revenue dated the 30th September 1856 directing me to continue the management of the Shivagiry Estate until further orders provided that the Mittadar executes a formal Deed binding himself to assent to all the acts which the Collector does as its temporary manager, I have the honor to state that Orders have been sent to the Zamindar in question on three different dates, viz., 11th October, 29th October and 5th November, requiring in the first Order his immediate attendance at my cutcherry for the purpose of executing the Deed above referred to, to enable me to allow the Estate to remain under Sirkar management, and warning him in the two latter orders that delay on his part to appear before me as directed, will end in the transfer of the Estate, now under Sirkar management at his instance, to his charge, but he has in utter neglect of these Orders, and warnings, hitherto evaded appearing before me, on frivolous excuses.

2. The Zamindar in question is a weak and not very respectable character, plunged in debt, and by his own admission, heartily disliked by his ryots. It was in every way for his interest to have consented to the indulgent Orders of the Board, regarding the management of his Estate, but having neglected all my calls for his attendance I do not consider him deserving of further indulgence.

3. The balance of Peshcush for Fasli 1265 amounting to Rs. 31457–0–10 on 21st July as mentioned in para 2 of my letter to you of 30th Idem has been reduced by subsequent collections upto 31st October to Rs. 19076–2–3 which can be still reduced by crediting the sum of Rs. 3813–1–6 in deposit at the Huzur Treasury on account of the Estate, on the 31st October, to Rs. 15263–0–9 for which it appears from the accounts received from the Sirkar Amin upto the 3rd instant that there is paddy on hand to the value of about Rs. 8575, and arrears against the ryots on account of Faslis 1263 to 1265 to the amount of Rs. 9370–9–7.

4. Under these circumstances, and as the proposition submitted both by my predecessor Mr. Bird, and myself recommending the continuance of the Estate under Sirkar management for the present, appears to be, as observed by the Board, opposed to the object and principles of the Permanent settlement. I have the honour to request the instructions of the Board as to making over the Estate together with the Paddy on hand, and the amount of arrears against the ryots to its

proprietor, leaving the unpaid balance remaining to be paid to Government on account of Fasli 1265, to be recovered by the usual process of attachment and sale of lands.

I have, etc.,

TINNEVELLY,
17*th November* 1856.

(Signed) J. SILVER,
Collector.

No. 372.

To

THE ACTING SECRETARY TO THE BOARD OF REVENUE,
FORT SAINT GEORGE.

SIR,

With reference to my letter of the 17th instant I have the honour to inform you, that the Mittadar of Sivagiri appeared before me today, pleading a boil on his leg, as an excuse for not appearing earlier. He has in verbal communication with me, requested earnestly, that the estate may be continued under Sirkar management for some time to come, and I therefore beg that the Board will be pleased to defer passing any final order on my letter of the 17th instant until I communicate again with the Board, which I will do in the course of a few days.

I have, etc.,

TINNEVELLY,
19*th November* 1856.

(Signed) J. SILVER,
Collector.

No. 380.

To

THE ACTING SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

With reference to my letters of the 17th and 19th instant, I have the honour to inform the Board that the Mittadar of Sivagiri after appearing before me on the 19th making many execuses for not attending earlier, and requesting that his estate may be continued to be kept under Sirkar management, left me promising to send immediately, a written application to that effect. I explained to him clearly and distinctly, that if the Mittah was to remain under the Collector's charge, he must execute a formal deed, binding himself to assent to all acts of the Collector, while in temporary management of the Estate.

2. The following day the Mittadar addressed a petition to me, a translation of which accompanies this letter. On reading the concluding part so highly improper and uncalled for, I sent for the Mittadar, and found that he had evidently been influenced by some of the people about him and whereas the previous day he had desired that the Mitta should be allowed to continue for the present, under the Collector's charge, he now seemed to wish, it should be made over to him. He did not express a direct request to that effect, but said he would pay up the balance of Peshcush, within 2 or 3 weeks.

3. I pointed out to the Mittadar the difficulties which lay in his way and the impropriety of his introducing such expressions as those contained in his address, with reference to the indulgence, the Board were willing to extend to him and my Naib Sheristadar spoke to him in my presence, but he seemed perfectly careless and indifferent. The Estate has hitherto been kept under the Collector's management, at the Mittadar's own request but I consider he has now forfeited all claim to further consideration. The Estate can therefore be now formally attached for the arrears outstanding, if the Zamindar does not pay the same, or it can be made

over to him with whatever arrear may be outstanding, and the usual process for the recovery of the same, by attachment and sale instituted. A separate statement showing the balance due against the Estate, is herewith enclosed.

I have, etc.,

TINNEVELLY,
21st *November* 1856.

(Signed) J. SILVER,
Collector.

ENCLOSURE.

Translation of an Urzee addressed by the Zamindar of Sivagiri under date 19th November 1856.

I beg to inform your honour that as the ryots of my Zamindary for the last few years, did a great deal of mischief to me by throwing obstacles in the way of cultivating lands and collecting money, etc., as a large amount of arrears was outstanding against them from Fasli 1260, and as I am involved in heavy debt I requested the late Collector Mr. Bird to attach my Zamindary, and to retain it for a few years under Sirkar management for the purpose of collecting the arrears, and the current kist from the ryots, and to give me the balance after deducting the amount of Peshcush due to Government, in order to enable me to liquidate my debts; I also solicited him to make over the Estate to me whenever I wish to take charge of the same. Accordingly that gentleman addressed a letter to the Board on the subject. In reply to which I learn from your Order that a letter has been received from the Board requiring to obtain a deed from me.

I am willing to assent to any thing that may be done in conformity with the established custom of my Zamindary as mentioned in my detailed Urzee above referred to; and I will not consent to any thing that may be done contrary to custom, to entail loss on me.

(Signed) Varagunaramapandia Chinnathambiar.

(True translation)

(Signed) J. SILVER,
Collector.

Statement showing the balance of Peshcush due against the Estate of Sivagiri for Fasli 1265.

	RS. A. P.
Amount of arrears outstanding against the Estate of Sivagiri upto 31st October 1856 on account of the Peshcush of Fasli 1265	19,076 2 3
Deduct.	
Amount in deposit at the Huzur Treasury in favour of the said Estate upto 31st October 1856 to be credited towards the payment of the arrears ... ... Rs. 3,813–1–6	
Value of 2,450–4–1 (G.C. M.M.) of paddy remaining on hand unsold on account of Fasli 1265, priced at Rs. 3–8–0 per cottah. Rs. 8,575–0–0.	
	12,388 1 6
Remainder ...	6,688 0 9

Amount of arrears to be recovered from the ryots on account of Faslies—

	RS. A. P.	
1263	1,350 3 0	
1264	2,022 12 0	
1265	5,997 10 7	
		9,370 9 7

(Signed) J. SILVER,
Collector.

No. 12.

To

The ACTING SECRETARY to the BOARD of REVENUE,

Fort St. George.

Sir,

I have the honour to report the death on the 8th October last, of Kuttala Thevar, the Zemindar of Naduvakurichi in this District Paying a peshcush annually of Rupees 3028–11–8.

2. There is no arrear against the Zemindary, the balance of Peshcush due for the past Fasli 1265, having been paid in full.

3. The Tahsildar of the Sankarankoil taluk in which the estate is situated was deputed to make the necessary inquiries to take an inventory of the property, and to arrange the affairs of the deceased Zamindar; which he accordingly did and has placed a Taluk Gumastah and a peon in charge of the estate until further Orders.

4. The deceased Zamindar, who had married 5 wives left two widows by names Thangamanachariar and Sachithananda Nachiar, the 4th and 5th in order (the latter of whom subsequently died on the 15th October), and an unmarried daughter, by his first wife, named Marathaga Nachiar aged about 21 years. This daughter claimed succession to the estate on the ground of her being the daughter by the 1st wife of the deceased Zamindar. Thangama Nachiar, the only surviving widow of the deceased Zamindar addressed Urzees to me representing that Marathaga Nachiar is not entitled to the Estate, her mother Parameswara Nachiar the 1st wife of the late Zamindar having been divorced by him, and that consequently she (widow) should be acknowledged as the only heir and successor to the Estate.

5. During the enquiry instituted by the Tahsildar, no proof has been adduced that the first wife of the late Zamindar was repudiated by him, or that her daughter is by that reason disqualified, to succeed to the Estate.

6. The ryots, and the servants of the Zamindary have stated before the Tahsildar that Marathaga Nachiar, being the daughter of the deceased Zamindar by his first wife, they have recognized her as successor to the Estate.

7. Four of the 5 Zamindars mentioned in the margin, in reply to orders issued to them directing them to report which of the two statements made by the daughter and the fourth widow of the Zamindar is correct, and which of them has the better claims to succeed, state that the assertion of the surviving widow that the 1st wife of the deceased Zamindar was repudiated by him is false, and that this statement was advanced by her merely to weaken the claims of Marathaga Nachiar to the Estate, and that according to the custom observed in their Zamindaries, the daughter of the first wife of the deceased Zamindar is entitled to succeed to the Estate, but the 5th Zamindar states that the 4th widow should succeed to the Estate and that he is led to believe from the enquiries he made that the first wife of the deceased Zamindar quitted her husband's house for that of her father in consequence of some misunderstanding between herself and her husband.

> 1. Talavancottah.
> 2. Avudiapuram.
> 3. Maniachi.
> 4. The son of the ex-Zamindar of Chockampatti, and
> 5. Oorkad.
>
> The proprietors of the first 4 Estates are relations to the deceased Zamindar.

8. Of the proprietors of the 3 Estates viz., Oorkad, Kadambur and Oothumalai referred to in the petition (copy enclosed) of the 4th widow dated the 24th Ultimo the purport of the report of the Oorkad Zamindar has been given above. Of the two latter the Zamindarinee of Kadambur (who is the mother of the late 2nd widow of the deceased Zamindar) reports unasked that the first wife of the deceased Zamindar, whose daughter now claims the Estate was divorced by her husband, and that the 4th widow is a legal heir to the estate. The mother of the minor Zamindar of Oothumalai who is also the mother of the 5th widow of the deceased Zamindar

states in her Urzee addressed unasked that the first widow was divorced by her husband, the deceased Zamindar before she gave birth to the daughter Maragatha Nachiar now claiming the Estate, and that her daughter the 5th widow is the legal heir to the Estate, by virtue of a deed executed by the deceased Zamindar, but she having died after the demise of the Zamindar the estate should either be put in her possession as mother of the 5th widow, or annexed to the state, and the debt to the amount of about Rs. 5803 due to her by the state discharged.

9. The statements on the part of the proprietors of the said Estates that the first widow of the deceased Zamindar was divorced appear to be doubtful no proofs to that effect having been brought forward during the enquiry instituted by the Tahsildar on the spot as stated in para 5 of this letter.

10. By Hindu Law, a widow is entitled to succeed to the Estate of her deceased husband, in preference to his daughter. But in the present case there was plurality of wives, and the question of succession is between the daughter of the 1st wife (deceased) and the 4th widow of the deceased Zamindar. If the 1st wife had survived her husband then her claim as widow would have been clear. It does not appear to me that the 4th widow can claim, to the exclusion of the issue of the 1st wife.

11. Under these circumstances, I consider Maragatha Nachiar, the daughter by the first wife of the late Zamindar, has claims above the 4th widow, and accordingly request the sanction of the Board, in the event of their concurring in the view taken by me of the case, to confirm her in her right to succeed to the Estate.

12. Copies of two petitions presented by Thangama Nachiar the surviving widow of the late Zamindar under dates the 24th and 31st December 1856 are also herewith forwarded for the consideration of the Board.

I have, etc.,

TINNEVELLY,
14*th January* 1857.

(Signed) J. SILVER,
Collector.

ENCLOSURES.

To

J. SILVER, ESQUIRE,

COLLECTOR OF TINNEVELLY.

The humble petition of Thangamay Nachiar the 4th wife of Kuttala Taver the Zamindar of Naduvakurichi.

With every sentiment of due deference and profound respect I most humbly beg to submit the following lines for your honour's favourable consideration and order. The said Zamindar having died, the succession to his Estate is in dispute between me his 4th wife and the alleged daughter of his divorced wife, there being no other wife or heirs of the deceased. The main point for decision in this case is whether a wife is entitled to inherit before a daughter, or vise versa. In Hindu Law legitimate daughters inherit the property of their deceased fathers only in default of other legal heirs including widows of the deceased persons. It has been declared in a Futwah obtained from the Pundit of the Sudder Adalut by the Zillah Court at this station in this year and in Stranges Hindu Law and several other authorities that the right of a wife to inherit is preferable to that of a daughter. It is improper that the alleged daughter of the said deceased Zamindar now comes in to establish a claim to my exclusion. Even a legitimate daughter is not entitled to perform funeral rites for her father except on failure of a wife. The authorities quoted above are such as should be respected in all departments in which they may be consulted to decide a question.

The opinion given by the Zamindars of Oothumalai, Kadambur, and Oorkad in my favour is accordant with the law and the opinion given by the Zamindars of Chockampatti, Talavancottah, Nelkattumseval and Maniachi in favour of the alleged daughter of the said deceased Zamindar being diametrically opposed to the law and authorities received in a Court of Justice and having been given through feelings of enmity should be rejected as worthless.

As your honour's experience in the Judicial and Revenue Department is unequal and as it is proper that a legal heir should be allowed to take inheritance, I most humbly beg

your honour will, after calling for the above authorities from the Court and considering them, if necessary, be pleased to obtain the sanction of the Board of Revenue to allow me to inherit the Zamindary in question.

Shall ever pray,

24th December. 1856.

To

J. SILVER, Esquire,

Collector of Tinnevelly.

The humble petition of Thungamai Nachiar the wife of Kuttala Tevar the Zamindar of Naduvakurichi.

With due deference and profound respect, I most humbly beg your honour will be pleased to take this into consideration in connection with my petition of the 24th Instant and pass a just order.

So much value has been attached to property that a law has been enacted by sages to guide the succession thereto which law has been respected in all courts of justice from time immemorial. The dispute regarding the Zamindary of Naduvakurichi which is now pending before your honour is one which should be decided by the Hindu Law, the disputants being a wife and an alleged daughter of a deceased Hindu Zamindar. The sole points for consideration and decision is whether one or the other, viz., the wife or the alleged daughter is entitled to succeed to the estate in question. It is right and just to give the proper and legal heir possession of an estate. In law I am the legal and undisputed heir as will be evident from the authorities quoted below, which are clear and succinct as to the matter which demands your honour's attention for a settlement; to be short, I most respectfully beg your honour will be pleased to refer to the law book mentioned below and give a decision which your honour may deem proper. The undermentioned authorities will show that the property of a deceased Hindu should devolve upon his widow and then pass on to his daughter in default of other heirs and that in consequence I am the legal heir to succeed to the Zamindary in dispute, to the exclusion of the alleged daughter of my deceased husband.

Elements of or Strange's Hindu Law, Volume I, pages 44 and from 154 to 159, Smrithi Chandriga Page 205, Manual of Hindu Law by I. L. Strange, Esquire, No. 309, page 55 and No. 317, page 57.

Futwah of the Pundits of the Court of Sudder Udalat, dated 23rd October 1854, A.S. No. 46 of 1853 on the file of the Zillah Court here.

Decree in A.S. No. 6 of 1831, of Sudder Court.

The above authorities excepting Smrithi Chandriga which will be produced by me are procurable from the Zillah Court here.

Shall ever pray,

31*st Decr*. 1856.

No. 3.

To

The ACTING SECRETARY to the COURT of WARDS,

Fort St. George.

Sir,

With reference to a circular from the Court of Wards No. 2417 dated the 19th September 1855, I have the honour to submit my Report on the management of the Minor Estates of Paryoor, Munnarcottah and Sanptoor in this District, under charge of the Court of Wards for Fasli 1265 together with 6 statements prepared according to the forms therewith received, showing in detail the settlement of the above Zamindaries.

2. *Periyoor*.—This Estate was taken under charge of the Court of Wards in Fasli 1253 agreeably to the sanction of Government under date 29th September 1849 prefixed to Extract from Proceedings of the Court of Wards dated 4th October following on behalf of the Minor Thommiasamy Thoommochi Naicker, on whose death on the 18th April 1852 as reported in a letter from this Office dated 1st May following his half brother Muthukumarasamy Thommiah Naicker, was recognised as successor under the orders of Government dated 11th June 1852 conveyed in

Extract from Proceedings of the Board of Revenue bearing date the 21st idem. He is now 15 years old, and will attain his majority in February 1859 till then the Estate will continue under charge of the Court of Wards.

3. The Zamindary of Munnarcottah was taken under the control of the Board of Revenue in their capacity of Court of Wards, in the end of Fasli 1257, under the sanction of Government dated 8th May 1848, received with a letter from the Secretary to the Court of Wards dated 18th idem, for the benefit of the Minor Zamindar Sankaralinga Chinniah Naicer, who is now 10 years of age. His minority will expire in April 1864.

4. *Sauptoor.*—The Estate of Sauptoor came under charge of the Court of Wards in Fasli 1261 under the authority of Government dated 17th November 1851 prefixed to Extract from Proceedings of the Board of Revenue dated 24th idem on behalf of the minor, Nagayasamy Canniah Naicker. He is now about 7 years old, and will attain his majority, and become entitled to possession in October 1867.

5. The total number of villages, entered in the statement No. 1 exceeds that exhibited in the statements of Fasli 1264, by 4, in consequence of the Sarvamaniam villages not having been included in the latter accounts.

6. The cultivation and settlement of the aumany and shrotriem villages are shown in the statement No. 2, as there is no separate form wherein to give the particulars of these descriptions of villages.

7. From the statement given in the margin it will be observed that the Revenue brought to account under the Head of Ryotwar villages for Fasli 1265 falls short of that of the preceding year, by Rs. 225-7-4 owing to a decrease in cultivation.

Ryotwari villages—

	RS.	A.	P.
Fasli 1264	14,570	11	4
Fasli 1265	14,345	4	0
Decrease ...	225	7	4

8. Under the Head of Shrotriem, there is only one village in Sauptoor Zamindary. This village, which is an endowment to Sadanacherry Mahalingasamy Pagoda, pays a jody of Rs. 21–3–4 per annum to the Estate, whether the lands in it be cultivated or not.

9. There has been an increase in the Revenue under the Head of aumany villages to the amount of Rs. 5,003–10–9 as shown in the margin which is chiefly attributable to an increase in the quantity of grain received as melwaram arising from the crops of the year under review having been more abundant than in the previous fasli, and partly to a rise in the Nerruck.

Name of estate.	Fasli 1264.			Fasli 1265.			Increases.		
	RS.	A.	P.	RS.	A.	P.	RS.	A.	P.
Periyoor	4,602	8	3	5,040	2	0	437	9	9
Mannarcottah	10,954	11	5	11,719	15	7	765	4	2
Sauptoor	24,239	8	9	28,040	5	7	3,800	12	10
	39,796	12	5	44,800	7	2	5,003	10	9

10. Though the season of the fasli under report was unfavourable at seed time, yet from the subsequent rains and a rise in the Nerruck, there has been a net increase of Rs. 4778–3–5 in the 3 Estates, above that of Fasli 1264 has shown below for reasons assigned in the preceding para :—

Name of estate.	Beriz.								
	Fasli 1264.			Fasli 1265.			Increase.		
	RS.	A.	P.	RS.	A.	P.	RS.	A.	P.
Periyoor	19,173	3	7	19,385	6	0	212	2	5
Mannarcottah	10,954	11	5	11,719	15	7	765	4	2
Sauptoor	24,260	12	1	28,061	8	11	3,800	12	10
	54,388	11	1	59,166	14	6	4,778	3	5

11. The demand of the 3 Estates for Fasli 1265 amounted to Rs. 59166–14–6 of which Rupees 33,496–7–6 were collected within the fasli leaving at its termination a balance of Rs. 25,670–7–0 which has been reduced by subsequent collections to the close of November 1856, to Rs. 18,951–2–6. Deducting therefrom Rs. 4,912–1–6 reported by the Manager of the Sauptoor Zamindary to have been since remitted to the Taluk, there remains a balance of Rs. 14,039–1–0. As it appears from the accounts furnished by the Manager that Rs. 2,600 worth of Paddy remains on hand they have been directed to have the paddy sold to advantage and the remaining ready money balance viz. Rs. 11,439–1–0 collected speedily.

	RS.	A.	P.
Demand for fasli 1265	59,166	14	6
Collection within the fasli	33,496	7	6
Balance	25,670	7	0
Deduct subsequent collections up to 30th November 1856.	6,719	4	6
Net balance	18,951	2	6

12. The total amount of arrears outstanding at the commencement of fasli 1265 was Rupees 22,185–11–8. From which deducting Rs. 17,054–11–4 realised before the expiration of the fasli and Rs. 76–6–2 remitted during the year, there remains a balance of Rs. 5,054–10–2, which has been reduced by subsequent collections to the end of November 1856 to Rs. 2,348–2–5. The latter sum is made up of the following items viz. :—

	RS.	A.	P.
1. Recoverable	1,403	15	9
2. Doubtful	51	12	9
3. Irrecoverable	892	5	11
	2,348	2	5

Name of Estate.	Fasli.	Arrear outstanding at the commencement of fasli 1265.	Deduct: Collections within the fasli.	Deduct: Arrear remitted within the fasli.	Deduct: Total.	Remaining.	Deduct subsequent collections up to the end of November 1856.	Balance of arrears.
		RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.
Periyor	1261	64 1 5	..	60 0 8	60 0 8	4 0 9	..	4 0 9
	1262	43 11 10	..	..	..	43 11 10	..	43 11 10
	1263	306 11 9	1 12 9	..	1 12 9	304 15 0	70 0 0	234 15 0
	1264	8,316 3 2	6,451 1 0	..	6,451 1 0	1,865 2 2	1,211 13 0	653 5 2
		8,730 12 2	6,452 13 9	6 0 8	6,512 14 5	2,217 13 9	1,281 13 0	936 0 9
Mannarcottah ..	1257	0 5 7	..		..	0 5 7	..	0 5 7
	1258	4 2 6	..		..	4 2 6	..	4 2 6
	1259	5 9 2	..	..	..	5 9 2	..	5 9 2
	1260	5 6 11	..	..	..	5 6 11	..	5 6 11
	1261	22 15 0	..	16 5 6	16 5 6	6 9 6	..	6 9 6
	1262	6 2 4	..	..	..	6 2 4	..	6 2 4
	1263	5 11 3	..	..	..	5 11 3	..	5 11 3
	1264	1,765 1 0	1,715 1 2	..	1,715 1 2	49 15 10	..	49 15 10
		1,815 5 9	1,715 1 2	16 5 6	1,731 6 8	83 15 1	..	83 15 1
Saptur	1264	11,639 9 9	8,886 12 5	..	8,886 12 5	2,752 13 4	1,424 10 9	1,328 2 7

13. Recoverable balance. Rs. 1,403–15–9 :—

Of the balance of Rs. 1,403–15–9 under this head, Rs. 709–0–3 is the price of paddy sold to certain persons in the Srivilliputtur taluk and the remainder or Rs. 694–15–6 is the ready money balance outstanding against the ryots of the 3 estates. For the early realization of this balance strict orders have been passed.

14. Doubtful balance. Rs. 51–12–9 :—

This consists of teervai on certain lands in dispute between the Zamindary of Mannarcottah and the village of Colarpatty in the Ettayapuram Zamindary and between that of Periyoor and Puducottah village in the Srivilliputtur taluk and should remain under the head until the dispute in question is settled.

15. Irrecoverable balance Rs. 892–5–11 :—

This consists of certain illegal exactions going by the name of taxes such as those described in the margin and a few other similar items. The Huzoor Gumastah deputed to prepare the settlement accounts for Fasli 1264 of Srivilliputtur taluk

in which the Saptur Estate is situated, having conjointly with the Tahsildar, represented that the items composing the sum in question were once brought to the accounts of the Estate in Fasli 1235, in which year the Estate was under Circar Management, at different rates varying with the amount of Poonjai teervai due by the ryots. My predecessor Mr. Bird passed an order directing him to credit these items to the accounts of Fasli 1264, and adding that should the ryots object to the payment on the ground that no collection on account of these items were ever made since their creation in fasli 1213, then their discontinuance can be recommended on that score.

Margin.—Kauvtchivary or Presents made by the ryots to the Zamindar on the occasion of having an interview with him.

Dheepavali-varthany or do. by do. to do. on the day of Deepavaly feast.

Chinnatoray Varthany or do. by do. to the younger brother of the Zamindar on the occasion of their paying a visit to him.

Mania-varthany or presents made to the Manager of the village.

Davasavarthony. A fee paid by the ryots to the Zamindar in grain on the gathering of a new crop.

Thithivarthany. do. by do. to do. on the anniversaries of the Zamindar's parents on account of rice dholl etc.

16. The ryots having urged objections to the payment of these items, on the ground that the illegal exaction made in Fasli 1235 under the denominations described in the margin of the preceding para, were remitted in that fasli, the necessary enquiries were instituted into the matter, and a reference made to the old records; and the result confirms the statement of the objectors.

17. Under these circumstances, I have omitted the items under notice from the accounts of Fasli 1265, and beg to request the sanction of the court of Wards, for writing the balance on account of Fasli 1264, of the accounts of the Estate.

18. For particulars of receipts and disbursements on account of fasli 1265, vide accompanying statement No. 5.

19. Of the whole amount of peshcush viz. Rs. 25,742–6–0 due on account of Fasli 1265 after deducting moturpha compensation Rs. 24,673–15–5 were collected within the fasli and the remainder or Rs. 1,068–6–7 before the end of August 1856.

20. The amount of surplus in cash in deposit on the 30th June of Fasli 1265 in favour of the 3 estates was rupees. 65,027–8–7 and the subsequent collections up to 30th November 1856 amounted to Rs. 9,538–1–1 making a total of Rs. 74,565–9–8. From which the charges of Rs. 7,944–6–3 incurred on account of the subsistence of the minors and sibbandy from 1st July to 30th November 1856 being deducted, the remainder stands at Rs. 66,621–3–5. Of which Rs. 58,000 inclusive of Rs. 46,000 referred to in the last years report and for which no orders have as yet been received, may be invested in Government securities, as particularized in the margin, reserving the remainder or Rs. 8,621–3–5 for future expenditure, on account of the subsistence of the minors and sibbandy.

Margin.

Name of estates.	Amount of surplus in deposit on the 1st July 1856.			Subsequent collections up to 30th November 1856.			Total.			Deduct charges on account of minor's subsistence and Sibbandy.			Remaining.		
	RS.	A.	P.	RS.	A.	P.	RS.	A.	P.	RS.	A.	P.	RS.	A.	P.
Periyoor	22,579	9	8	4,780	5	0	27,359	14	8	2,049	12	1	25,310	2	7
Mannarcottah ..	21,182	7	8	2,109	8	1	23,291	15	9	1,875	14	1	21,416	1	8
Sauptoor	21,265	7	3	2,648	4	0	23,918	11	3	4,018	12	1	19,894	15	2
Total ..	65,027	8	7	9,538	1	1	74,565	9	8	7,944	6	3	66,621	3	5

Margin.

Name of Estate.		Amount recommended in the last years report to be invested in Government securities.			Add amount now proposed to be invested.			Total.		
		RS.	A.	P.	RS.	A.	P.	RS.	A.	P.
Periyoor	.. ..	20,000	0	0	3,000	0	0	23,000	0	0
Mannarcottah	..	16,000	0	0	2,000	0	0	18,000	0	0
Sauptoor	.. ..	10,000	0	0	7,000	0	0	17,000	0	0
Total	..	46,000	0	0	12,000	0	0	58,000	0	0

21. With reference to a circular from the Board of Revenue under date the 28th June 1852, I have the honour to forward herewith the statements noted in the margin exhibiting in detail the settlement of the minor zamindaries of Uthumalai and Sevalpatti in this district (left to the charge of the minor's relations under the sanction of Government dated 3rd December 1850 and 5th April 1853 respectively) and the particulars of Receipts and disbursements for Fasli 1265 and to report that the estates appear to be satisfactorily managed, and the charges of management just and moderate.

2 statements of Jamabandy settlement and 2 accounts current.

22. The peishcush of the two estates due on account of fasli 1265 was fully realized before the expiration of the fasli.

		RS.	A.	P.
Peishcush.	Uthumalai	26,972	4	9
	Sevalpatti	6,166	11	5

23. The Minor Zamindar of Uthumalai is now 16 years of age, and will attain his majority in October 1857, while the minor proprietor of Sevalpatti, who is now 7 years old will become entitled to possession in April 1867.

I have, etc.,

(Signed) J. Silver,
Collector.

Tinnevelly,
7th January 1857.

No. 310.

To

The ACTING SECRETARY to the BOARD of REVENUE,

Fort St. George.

Sir,

I have the honour to report that Gajjaluppa Naicker, the Zamindar of Gollaputty in this District paying a Peshcush annually to Government of Rs. 3,231–4–0 died on the 17th August 1857 without issue, leaving a widow and some other relations, as shown in the accompanying Geneological tree.

2. The deceased Zamindar sometime previous to his demise, reported to the Huzoor that he recognized Sundara pandia yettappa Naicker, the son of his cousin aged 33 years, as heir to the Estate.

3. After his death his widow also having addressed an Arzee to me stating that as her husband died without issue, Sundarapandia yettappa Naicker abovementioned who is the son of the cousin of her husband and who was fostered by him as his son, should be considered as the heir to the Estate, the Tahsildar of Sattur in whose Taluk the Estate in question is situated was directed to make an enquiry into the matter and report the result to me.

4. The Tahsildar in his reply reports that the above individual who has been ascertained from the widow and other relations of the Zemindar to be the only legal male heir to the Estate and who was named by the deceased as his successor appears to be a fit person, and well qualified to administer the Estate.

5. I saw the young man on the 3rd instant, and from a personal conference I had with him and with the brother of the widow of the deceased, I concur with the Tahsildar in his opinion above-mentioned.

6. There are no arrears outstanding against the Estate which is capable of yielding a Beriz of Rs. 6,300 per annum.

7. Under these Circumstances I have the honour to recommend that Sundarapandia yettapa Naicker above referred to, be recognized as successor to the Estate in question.

8. Pending the receipt of the orders of the Board on the subject, the Tahsildar has under my orders deputed a Tarufdar of his Taluk to manage the affairs of the Estate.

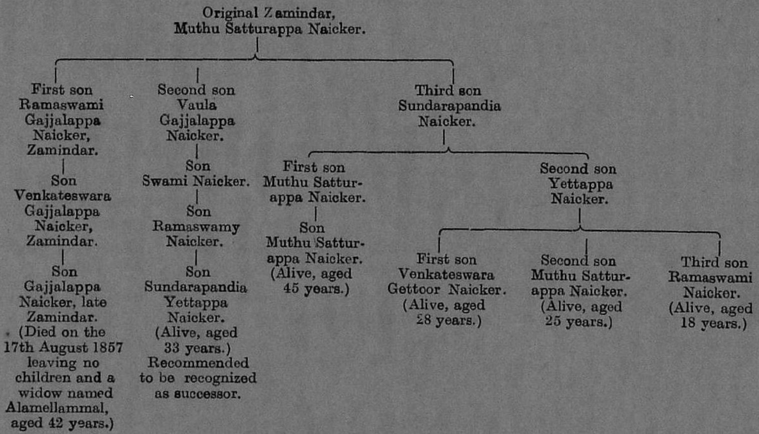
I have, etc.,

(Signed) J. SILVER,
Collector.

TINNEVELLY COLLECTOR'S
CIRCUIT CUTCHERRY,
TENKASI,
5th October 1857.

ENCLOSURE.

Geneological tree referred to in the letter from the Collector of Tinnevelly to the Acting Secretary to the Board of Revenue, Fort Saint George, dated 5th October 1857.



This man has performed the funeral obsequies of the deceased Zamindar Gejjaluppa Naicker, who previous to his decease, requested Sundarapandia yettappa Naicker should be recognized as his heir.

TENKASI,
5th October 1857.

(Signed) J. SILVER,
Collector.

No. 349.

To

THE ACTING SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

With reference to the concluding para of my report to the Court of Wards dated the 7th January last on the management of minor Estates, I have the honour to inform you that Heruthayalaya maruthappa Taver, the Zamindar of Oothumalai having attained his majority on the 18th ultimo, the estate was, with the concurrence of his mother, the young Zamindar's guardian and manager of the Estate

put in his possession on the 6th instant. I therefore solicit the permission of the Board to register the transfer of the Estate in question in the name of the above-mentioned Zamindar.

I have, etc.,

TINNEVELLY,
7th November 1857.

(Signed) J. SILVER,
Collector.

No. 37.

To

THE ACTING SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

In conformity to the instructions of the Board of Revenue as conveyed in an Extract from their Proceedings with reference to the Minutes of consultation under date the 26th September 1857, I have the honour to report on the question of the restoration of the Chockampatti Estate to C. Valangapuly Tevan son of the ex-Zamindar, with reference to the points adverted to by the Honourable the Court of Directors in their letter in the Revenue Department dated the 5th August 1857.

2. I have received along with the instructions above referred to, a duplicate copy of the Petition to the Honourable Court and a paper signed by the son of the ex-Zamindar, which purported to be a copy of the address said to have been signed by fifteen hundred, inhabitants of the Zamindary, praying for its restoration to the Petitioner.

3. The circumstances relating to the deportation of the Ex Zamindar, and the subsequent sale of the estate for arrears of Revenue, are already known to the Board from the correspondence that has taken place with former Collectors of this District, and I need not here recapitulate them. The propriety of these Proceedings was early questioned by the Honourable Court, and the questions to which I shall here confine myself, are whether to place Karunalaiah Valangapully Thevar in possession of the Estate would be acceptable to the larger body of the ryots, and whether the person is capable of discharging properly the duties of a Zamindar. A third question, as to whether such a step would establish an injurious precedent, will be answered by the Board and Government on broad and general grounds. So far as regards Tinnevelly, and the peculiar circumstances attending the deportation of the ex-Zamindar, I do not apprehend any injurious precedent being established as respects this District.

4. One of the principal grounds urged by a former Collector, Mr. E. P. Thompson, against the restoration of the Zamindary to the present petitioner, was that after the inhabitants of Chockampatti had enjoyed the privileges of being under the direct administration of the Government Officers, it would be an act of extreme hardship to place them again under the immediate control of the Zamindar. Every officer acquainted with the Zamindary system will say, that the ryots living under the control and protection of even the best Zamindars, are exposed to petty extortions from which the Government ryots are free. In the present instance however, I have to state, that not only a large majority but nearly all the ryots in the Chockampatti villages, have expressed their willingness that the son of the ex Zamindar should be reinstated. I deputed the Tahsildar of Tenkasi to proceed to Chockampatti for the express purpose of making enquiries on the subject. That the question of the restoration of the Estate was under consideration was widely known all over the District. The son of the Ex-Zamindar was powerless to injure, and I should think, even to intimidate those who might be opposed to him, and yet not one single individual appeared before me, to protest against the restoration of the estate, and only two anonymous petitions declaring the unwillingness of the people to be again placed under the son of the ex-Zamindar were forwarded to me, through the Post.

5. The Tahsildar's report showed that out of the 18 Chockampatti villages, a population of 3,528 persons representing a revenue of 37,545 rupees, were in favour of the restoration of the petitioner, while a population of 175 persons representing a revenue of 2,099 rupees did not appear. It is impossible to suppose that the Petitioner could influence by undue means so large a majority, and as no one appeared personally before me, to protest against the measure, I must conclude that the restoration of the Estate would be acceptable to the majority of the tenants, and that they do not dread oppression at the petitioner's hands.

6. As regards the fitness of the petitioner to discharge the duties of a Zamindar, I have had several interviews with him in the course of the last two years. The petitioner never had any participation in the evil courses of his father. He has generally borne the reputation of a quiet and inoffensive man. His abilities I should reckon as inferior but not more so than those of other Zamindars in this province. He has for a considerable time given himself principally upto religious ceremonies and observances, and he told me at an interview I had with him about a month ago, that he had been attending so closely to these ceremonies, in order to get back the estate, in which if he succeeded, he would attend to the interests of the ryots. He informed me also, that he was in debt to the extent of about 30,000 rupees, but that he was ready to give good and sufficient security for the regular payment of the Peshcush. As regards petitioner's general character, he is as regards qualifications, about the average of the other Zamindars, and as regards his conduct, it has hitherto been inoffensive. If therefore, it should be decided that the Zamindary is to be restored to him, I would propose that this measure be carried out from the commencement of the next Fasli year. I do not enter here upon any of the arrangements necessarily connected with this step, till the general question has been decided. I beg to forward for the information of the Board, a tabular statement, showing the Fasliwar Ayan Beriz, exclusive of the Beriz assigned for the support of the Chuttrum at Courtallam, with the yearly actual collections from Fasli 1245 being the Fasli subsequent to that in which the Estate was purchased by Government.

7. Along with this letter, I beg to forward an address sent to me through the post, by one Sembuli Sinnanunja Thaven, a pensioner receiving 95 rupees a month and a descendant of the old deposed Zamindar of Chockampatti setting up a claim to the estate. The history of this man's progenitors is fully given in the correspondence of the Board with Government in February 1826 and his petition does not call for any notice. The duplicate petition from C. Valangapuly Thaver together with the copy of the address of the people of the Zamindary are herewith returned.

I have, etc.,

TINNEVELLY, (Signed) J. SILVER,
23rd January 1858. *Collector.*

No. 53.

To

THE SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

I have the honour to report for the information of the Board that the Zamindar of Attankarai Estate in this District paying an annual Peshcush of Rs. 3,372–7–4 to Government, having been convicted on a charge of affray attended with Homicide and severe wounding, and having been sentenced by the Commissioner of Tinnevelly, to 10 years imprisonment with hard labour in irons under section IX, Act XIV of 1857, I called upon the Zamindar through the Sessions Judge to state whether he wishes to have the Estate made over to the management of any of his

relatives and the Zamindar having executed a Muktearnamah in favour of his uncle Karuthapattanaicker, I have ordered this individual to manage the affairs of the Estate during the incarceration of the Zamindar.

I have, etc.,

TINNEVELLY,
2nd February 1858.

(Signed) J. SILVER,
Collector.

No. 177.

To

THE SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

I have the honour to report the death, on the 4th ultimo, of Thangama Natchiar, Zamindarnee of the Estate of Kadambur, in this District.

The management of the estate was undertaken on the 5th April and the required establishment entertained, as per statement accompanying for which I solicit the sanction of the Board.

The Tahsildar of Ottapidaram in which Taluk, the above mentioned estate is situated has been directed to institute a careful enquiry into the titles of persons, who may come forward claiming to be heirs of the deceased zamindarnee.

On receipt of his report I shall place myself again in communication with the Board on the subject.

I have, etc.,

TINNEVELLY COLLECTOR'S
CIRCUIT KATCHERRY,
PUDUKUDY,
13th May 1858.

(Signed) D. MAYNE,
Ag. Collector.

No. 213.

To

THE SECRETARY TO THE BOARD OF REVENUE,
FORT ST. GEORGE.

SIR,

I have the honour to report that Kunday Row, the proprietor of one half of the mittah of Nagalapuram in this District paying a Peshcush annually to Government of rupees 3,211–5–11 died on the 18th May 1858 leaving a widow and a daughter as shown in the margin.

Meenobhoy Ammal—widow Kuntham-mal—daughter.

2. The deceased mittadar some time previous to his demise reported to the Huzur that he had executed a will bequeathing his property to his wife and had it registered in the Court.

3. After his death his widow addressed an arzee to me requesting that she might be recognized as heiress to the Estate upon which the Tahsildar of Ottapidaram in whose Taluk the Estate in question is situated was directed to make an enquiry into the matter and report the result.

4. The Tahsildar in his reply reports that Meenaboy Ammal the widow of the deceased is the only legal heiress to the Estate and that she appears to be a person well qualified to administer it.

5. There are not any arrears outstanding against the Estate, it is capable of yielding a Beriz of rupees 7,046–7–1 per annum.

6. Under these circumstances, I have the honour to recommend that the above-mentioned Meenaboy Ammal be recognized as successor to the Estate.

7. Pending the receipt of the orders of the Board, on the subject, the Tahsildar has under my orders deputed a Gumastah of his Taluk to manage the affairs of the Estate.

I have, etc.,

TINNEVELLY,
28th June 1858.

(Signed) D. MAYNE,
Ag. Collector.

No. 300.

To

THE SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE,

SIR,

Referring to para. 4 of my letter of the 13th May last and to the Board's Proceedings of the 4th June following, I have the honour to report as follows.

2. Thangammah Nachiar, the late Zamindarinee of the Estate of Kadambur in this District paying an annual Peshcush of rupees 3,779–4–0 (exclusive of the moturpha demand of Rs. 70–12–0) to Government and capable of yielding a revenue of Rs. 9,144–0–6 per annum died on the 4th April 1858, without any issue. She succeeded to the estate on the demise of Muthu Talavachy under the sanction of the Board of Revenue dated the 29th September 1851.

1. Kumarasamy Thaver of Kadambur.
2. Nagumma Thalavachi of Kalbothu in Vadimittah.
3. Heruthayalaya Maruthappa Thaver, Zamindar of Oothumalay.
4. Vellalapandia Thalaven of Kanakanpatti in Madura.
5. Erulappa Thalaven of Venguttah in Kadambur.
6. Boologa pandia Chockia Thalaver the Zamindar of Maniachi.
7. Kumarasami talaven and Seeni talavan of Kadambur.

3. Seven parties, named in the margin now urge their claims to succeed the deceased. The 1st claimant Kumarasamy Thalavar states that he is the son of Sembooly pandia Thaden thalaver, the last male proprietor and the younger brother of Kumarasamy Thade Thalaver, the husband of the deceased Thangamma Nachiar.

4. Mr. Bird in para 3 of his letter to the Board of Revenue dated the 4th September 1851, states that the 1st claimant is an illegitimate son and cannot be recognized as Zamindar. Moreover his claim was set aside by the Court of Sudder Adalat in Appeal Suit No. 8 of 1856 (O.S. No. 2 of 1853 of the file of the Civil Court of Tinnevelly).

5. The 2nd claimant a female states that she is the 2nd widow of the husband of the deceased Thangamma Nachiar, and that she is heiress to the Estate.

6. From the Tahsildar's report and other papers forwarded by him it appears that the 2nd claimant (of Paravarathar caste) does not belong to the caste of the Kadambur Zamindar (of Kandiankottai Maravah caste), that she was married to a certain person at Sivagangah, that on the death of her husband, she became a concubine of the husband of the deceased Zamindarinee, and that she was afterwards sent away in consequence of her bad conduct. Had she been a legal heiress, she would have brought forward her claim in 1851, when the claims of certain persons were enquired into and reported upon to the Board of Revenue by Mr. Bird.

7. The 3rd claimant the Zamindar of Oothumalai states that Thangamma Nachiar, the deceased Zamindarinee was his paternal aunt and requests that he may be recognized as successor to the Estate. The enquiry made by the Tahsildar confirms his relationship to the deceased Zamindarinee, but he does not come under the degree of relationship referred to in the copy of an answer of the Pandits of the Court of Sudder Adalat to the question put by the Civil Judge of this District embodied in para 18 of this report.

8. The 4th claimant Vellalapandia Thalaven states that he is a remote cousin of the deceased Zamindarinee's husband and requests that the Estate may be registered in his name.

9. He produced a geneological table and two deeds of agreements on cadjan to show and prove his relationship but the relationship asserted by him in his petition to the Board of Revenue No. 1622 of 1858 does not correspond with that in the geneological tree. On questioning him to account for this difference, he stated that the latter document is a correct one, and that the difference in the Board's petition is a clerical error. Since he has signed the petition the excuse urged by him does not deserve credit of the two deeds abovementioned the one on stamped Cudjun which is stated to have been executed by the deceased Zamindarinee's husband who was residing at Kadambur in the Ottapidaram Taluk of this District does not bear the usual endorsement on the reverse side of it, viz., to whom and for what purpose it was sold in the Madakulam taluk of Madura and the other is on a plain Cudjun. Consequently they do not appear to be trustworthy documents. This claimant is unable to assign satisfactory reasons for the difference and omissions above pointed out. He moreover states that Madura has been his family residence for a period of from 4 generations. His name is not to be found in the Geneological tables received, with the papers connected with the enquiries into the title of the several claimants referred to in this report.

10. Under the foregoing circumstances I consider that the claim of this individual has not been satisfactorily established.

11. The Board's Petition No. 1622 of 1858 and the geneological table No. 1 produced by the petitioner are herewith forwarded.

12. The 5th claimant Irulappa talaven marked ' I ' in the accompanying Geneological table No. 2 produced by him to show his relationship claims the estate on the ground that he is a cousin of the deceased Zamindarinee's husband and is entitled to inheritance according to the statement of the Law officers of the Court of Sudder Adalat embodied in para 18 of this report sometime previous to the demise of the deceased two petitions stated to have been signed by her and bearing dates the 21st and 23rd of Panguni / 1st and 3rd April 1858 were received at the Huzur at one and the same time by post. In the first of which it was stated that she had appointed ' I ' her cousin to look after the affairs of the Estate till her recovery from indisposition. In the 2nd petition it was requested that her cousin ' I ' might be recognized as legal heir to the Estate, she being very dangerously ill. These two petitions were forwarded to the Tahsildar for enquiry and report. The late Tahsildar reported that the above petitions were not signed by the deceased before her death, and that they were fabricated by the ' I ' a Cavalgar of the village of Vaguttah belonging to the said estate, and despatched by him from the abovementioned village without the knowledge of the deceased Zamindarinee. Afterwards ' I ' presented a petition at the Huzur by a vakil stating that the Tahsildar did not make a full enquiry regarding his claim and that if an enquiry were made from the inhabitants of the neighbouring villages his (applicant's) statement would be proved. Accordingly the present Acting Tahsildar was directed to make further enquiries into the matter and report the result. From the depositions of 7 Karnams and the servants (6 in number) of the Zamindary as well as from a Mahazurnamah signed by 4 aged inhabitants (55 to 85 years of age) which accompanied the Tahsildar's report, it appears that ' I ' has performed the funeral obsequies of the deceased. The above individuals and 135 other inhabitants of the ayen and Zamindary villages have stated that ' I ' is a distant cousin of the Zamindar.

13. Two of the above Karnams have further stated that the ryots of the Zamindary are in the habit of giving presents to ' I ' on the 1st day of Thie and audy months and that the ancestors of ' I ' were in the enjoyment of certain maniums.

14. ' I ' states that his great great father marked J and the great great grandfather marked K of E were uterine brothers. The aged inhabitants etc., of the Zamindary and those of the neighbouring ayen villages state that ' I ' is a cousin of the 4th or 5th degree. The Tahsildar states that he has no reason to question the validity of this relationship.

15. On the death of Sembooly Pandia Thadea Thalaver the last male proprietor of the estate and marked E a geneological tree showing the relations of the deceased E was received from the Taluk with the then Tahsildar's Arzee dated the 8th December 1831 in which the Tahsildar reported that E had not any cousins of his own for three or four generations. As ' I ' is stated to be a distant cousin there could not be any paper on the old records of this office to prove the relationship asserted by him nor is he able to produce any authenticated document to sustain his claim.

16. The 6th claimant, the Zamindar of Maniachi and marked L in the accompanying geneological tree No. 3 states that he is the son of the maternal uncle of E, and requests that he may be recognized as successor to the Estate. He further adds that the claimant in No. 5 is not a cousin of the Zamindar of Kadambur.

17. On the death of Muthu Thalavachi marked G, Poolamai Thalavachi marked C filed a suit in the Civil Court in No. 1 of 1852 for the recovery of the Estate from H.

18. While the suit was pending in the court, two questions were put by the Civil Judge (Mr. Beauchamp) to the Law Officers of the Court of Sudder Adalut, and the following answers were obtained.

Question.

A, a man of the maravar caste married firstly B, and secondly C.

By C he had no issue. By B he had two sons D and E. On A's death D succeeded to the Estate. On D's death E Succeeded. On E's death F his first wife succeeded to the Estate. On F's death G, his 2nd wife succeeded to the Estate. On G's death there remained H, the widow of D who bore a daughter now dead, and C, the 2nd wife of A which of these two persons has preferable title to A's Estate?

Supposing C to have the preferable title, would the fact of her having been put away by her husband because they could not agree affect that title?

D and E were undivided.

Answer.

Under the provisions of the Hindu law, the Sapindas kinsmen and other heirs of G's husband must inherit her property and protect C and H referred to in the question, but the question does not show that any such person is a party in the case or has been brought to the notice of the court.

The Hindu Law does not declare the widow of the husband's father or brother entitled to inheritance. As however C and H who stand in that relationship (to G) ought to be supported from the said property they can succeed thereto on account of their maintenance but C has no right to such succession by reason of her having been put away by her husband and thereby deprived of all right to maintenance (from the said property).

Question.

With reference to the opinion given by you on the 3rd November 1852, you are requested to state whether in default of Sapindas, of E his estate escheats to the state subject to due provision being made for C and H, or devolves on C and H.

For what causes can a wife be legally put away by her husband.

Answer.

In default of Sapindas, the next heirs are Samanodacas or kindred connected by a common libation of water, whose relationship extends to the four tenth degree, or as some affirm, reaches as far as the memory of birth and name extends. This is signified by Gotra or the relation of family name. On failure of Samanodacas cognate kindred (Bundha) are successors. Cognates are of three kinds, related to the person himself, to his father or to his mother as is declared by the following text. The sons of his own father's sister, the sons of his own mother's sister and the sons of his own maternal uncle must be considered as his own cognate kindred. The sons of his father's paternal aunt the sons of his maternal aunt and the sons of his father's maternal uncle must be deemed his father's cognate kindred.

The sons of his mother's paternal aunt and the sons of his mother's maternal uncles must be reckoned his mother's cognate kindred. These three kinds of cognates succeeded to property in their order. If there exist none such, the Estate of the maravah family referred to in the question will escheat to the state to the total exclusion of C and H.

A wife can be legally put away by her husband on the score of adultery.

19. On the receipt of the above answers the claim of C was dismissed.

20. The claim now advanced by L is founded on the answer of the Law officers abovementioned. He states that he is the son of the maternal uncle of E, the last male proprietor. He has produced in proof of his title a copy of the Srivaikuntam Tahsildar's Urzee and of its enclosure a geneological table dated 8th December 1831, on stamp papers, which corresponds with the original thereof found on the records of this office from which it appears that B and C uterine sisters.

21. He states that in consequence of his having unfortunately failed to produce in due time the abovementioned document which was discovered only in 1857, his claim to succeed to the estate was dismissed both by the Civil Court of Tinnevelly and the Court of Sudder Adalut in O.S. No. 3 of 1853 and A.S. No. 7 of 1856 which were filed by him for the recovery of the Estate from H in which the Defendant H pleaded that the claim of L which was based on the strength of his father being the Brother of B was untenable as his father marked O was the brother of C who was not the uterine sister of B and as O and B the mother of E were not own brother and sister but children of different mothers.

22. The Judges of the Court of Sudder Adalat observed in their decree that had the L proved the case the law would have been in his favour.

23. The Arzee of Srivaikuntam Tahsildar and its enclosure the geneological table above referred to sustain the plea that C and B were uterine sisters. Moreover the geneological tree No. 3 alluded to in para. 16 shows that L besides being the son of the maternal uncle of E is the grand son of the maternal uncle of E's father A and the brother of F and G the wives of E.

24. I therefore beg to send the copy of the Tahsildar's Arzee (of 8th December 1831) and the geneological table produced by L for the consideration and orders of the Board.

25. The 7th claimants Kumarasawmy Talaver and Seeni Talaver marked P and Q in the accompanying geneological tree No. 4 state in a petition presented at the Huzur that their paternal grand mother marked T was the sister of A the father of E and that they are legal heirs to the Estate. They further state that the claimant in No. 5 is not a cousin of the Zamindar of Kadambur as urged by him.

26. One Chockatalaven stated to be the son of S the elder brother of P and Q claims the Estate on the strength of his being a heir in the female line. The title of P and Q appears to be preferable to that of R, the son of S. From an enquiry made by the Tahsildar under my orders from the Karnams and other servants (10 in number) ryots (121 in number) and the aged inhabitants (14 in number, 50 to 80 years of age), of the Zamindary into the claims of these individuals it appears that their statement is correct. The individual marked P is in the enjoyment of certain lands to the extent of 8·63/64 chains granted to him and his brother Q for their subsistence as manium by a former Zamindar in the four villages named in the margin. Moreover it appears that the ryots of the Zamindary are in the habit of giving presents to P and Q in the months of Thie and Audy in consideration of their being the heirs of the Zamindar in the female line.

Cusbah Kadambur.
Thirugammapuram.
Thupanapuram.
Ottadenpatti.

27. The Tahsildar supports the statement of these claimants whose relationship is not objected to by the parties interested in the matter.

28. The Pundits of the Court of Sudder Adalat have stated in their answer referred to and quoted in para. 18 that the sons of the sister of E's father are

entitled to inheritance, where as the claimants P and Q are the grand sons of the sister of E's father. It is therefore to be determined by the Pundits whether P and Q are entitled to inherit.

29. Mr. Bird in para. 4 of his letter to the Board of Revenue, dated 4th September 1851 recommending that H should be recognized as successor, observed that in case of the title of H being decided to be invalid, the Estate should escheat to Government. The abovementioned claimants were not then brought to the notice of the Board as their claims are founded on the subsequent declaration of the Law Officers of the Court of Sudder Udalut given in 1852.

30. The property left by the deceased besides the house and lands, is reported by the Tahsildar who took charge of the Estate under my orders to be as follows :—

	RS.	A.	P.
1. Ready cash	156	8	7
2. Gold and silver jewels valued at about	255	14	1
3. Brazen and brass utensils valued at about	286	13	0
4. Globes, plates, Palanquin arms, etc.	219	4	4
5. Iron tools, cloths, etc.	43	6	0
6. Grain, etc.	542	9	3
7. Agricultural implements and other sundry articles	88	4	2
8. Cattle, etc.	539	4	0
Total ...	2,101	15	5

31. The Tahsildar has been ordered to forward the property Nos. 1 and 2 to the Huzur Treasury, to secure Nos. 3 and 4 in the Zamindar's house, and to sell the property No. 5 to 8 by public auction and to remit the sale proceeds to the Huzur treasury.

32. The statement exhibits the private debts including interest claimed from the estate of the late Zamindarinee by 14 creditors amounting in the aggregate to Rs. 53,349–14–11, as shown below :—

	RS.	A.	P.
1. Ganapathiappa Pillai	1,291	4	0
2. Vellian Chetty	1,027	4	10
3. Muthukaruppen Chetty	610	8	0
4. Venkateswara Ettiah	2,148	10	9
5. Perechiappen Chetty	191	15	10
6. Ramier	366	1	3
7. Auvudiappa Pillai	1,536	9	10
8. Sankaralingam Pillai	204	1	8
9. Banker Siva Sankara Kumaru Pillai	9	6	0
10. Subroya Davoy	700	0	0
11. Nagalingam Pillai Sthanapathi	25	0	0
12. Othumalai Zamindar	14,370	10	2
13. Appasawmy Pillai	868	6	7
14. Maniachi Zamindari	30,000	0	0
Total ...	53,349	14	11

33. I have deferred making enquiries regarding the justice of the claims of the above creditors pending the receipt of the decision of the Board on the subject of the title of the claimants above reported upon.

34. The full amount of the Peshcush, viz., Rs. 3,779–4–0 due by the Estate for Fasli 1267 has been realized before the expiration of the Fasli.

35. In conclusion, I beg to solicit the orders of the Board of Revenue on the subject.

I have, etc.,

(Signed) D. Mayne,
Ag. Collector.

Tinnevelly Collector's
Circuit Cutcherry.

Tenkasi, 30*th August* 1858.

No. 365.

To

THE SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

Adverting to para. 3 of my letter of the 16th July last No. 237 and to the Board's Proceedings of the 29th Idem, I have the honour to report as follows:—

2. Intheran Ramasawmy Talaver the late Zamindar of the Estate of Talavancottai in this District [paying an annual Peshcush of rupees 2,732–9–0 (exclusive of the Moturpha demand of Rs. 67–7–0) to Government and capable of yielding a revenue of Rs. 4,105–5–8 per annum] died on the 7th July last leaving two children by his 2nd wife, now alive, and a brother, as will be seen from the accompanying geneological tree—enclosure No. 1.

3. The deceased Zamindar succeeded to the Estate on the demise of his mother under the sanction of Government dated 30th August 1836 and 4th February 1851.

4. These persons named in the margin now urge their claims to succeed to the Estate.

1st. Ramaswamy Indran Talaven alleged to be the son of the deceased by his 1st wife.

2nd. Ramasamy Pandia Talaven, son of the deceased by his 2nd wife.

3rd. Inthiren Valangapuly Tevan, younger brother of the deceased.

5. The maternal grand mother of the 1st claimant (marked E in the geneological table) requests in a petition addressed to the Huzur under date the 9th July 1858 that E, the son of her late daughter marked C who was married to A, the deceased Zamindar agreeably to the terms of an agreement executed on stamp paper by the mother of the deceased (who was the last female proprietor of the estate) under date the 27th October 1832 being now 11 years of age should be recognized as Zamindar, the petition states that this boy has all along been under the support of petitioner in consequence of his having been neglected by his father.

6. The Vakil on behalf of the 1st claimant E has deposed in answer to the questions put to him on the subject that C the mother of E was married to A when she was 6½ years of age being 6 months younger than A, that during the minority of A, the affairs of the Estate were jointly managed by his father and father-in-law (the father of C) the guardian and manager of the Estate, that in consequence of some misunderstanding which then existed between them, the adult marriage of C did not take place until 3 or 4 years after she had attained her puberty that on her attaining the 5th or 6th month of her pregnancy she was brought to her mother's house and there gave birth to a male child in $\frac{\text{Andu 1023}}{\text{A.D. 1847/48}}$ that in consequence of A not having sent for his wife, she remained with her mother till her death which took place about 3 years after the birth of her son marked E and that since that time he has been under the support of his maternal grandmother (the petitioner before mentioned).

7. This Vakil further stated that the deceased Zamindar A had kept the daughter of Kumarasamy Talaver of Kadambur as his concubine, that he (deponent) is unable to prove the above statement, that E was born to the Zamindar that C was not married a second time to Vellia Taven of Travancore as alleged by the 2nd and 3rd claimants, and that his statement would be proved if the 5 witnesses named in the margin were examined.

1. Sankaralinga Taven of Ayen Chinthamoni village, a relative of the Zamindar.
2. Subramonia Pillai Nattamay of Darugapuram Kattugutha village.
3. Muthu Pillai of Ayan Ariyur village.
4. Pechimuthu Pillai No. Karnam of the above village, and
5. Muthusami Pillai of Sivaramapettah in Tenkasi.

8. The agreement referred to in para. 5 and produced by the said Vakil is to the effect that Kulalvoimozhi Ammal, marked C was to be married by A, who should not marry another wife during the life time of C and that after the death of Maruthaganachiar, the executor of the agreement, the Estate should devolve on her son marked A.

9. The 1st witness corroborates the statement of the Vakil and further adds that at the time of marriage A was 9 years old whilst C was 7 years of age, that when C was pregnant she was taken to her mother's house from Talavancottah, that he was present at the time that A having fallen in love with the daughter of Kumarasamy Talaver of Kadambur he did not send for his wife and son and that deponant does not know how the daughter of Kumarasamy Talaver came to Talavancottai.

10. The 2nd witness states that when C followed her mother to Shencottah in his presence, she appeared to have been pregnent and that afterwards A the deceased Zamindar married the daughter of Kumarasamy Talaven of Kadambur as his 2nd wife.

11. The 3rd and 4th witnesses have deposed that they were told by the cultivating ryots of their village that when C had been 4 or 5 months pregnant she was taken by her mother to Shencottah, and that as C was in a secluded state according to the custom observed among Zamindar they did not see her.

12. The 5th witness states in his deposition that on a certain day about 10 or 11 years ago, when the mother of C was on her way to Shencottah from Talavencottah she sent for him from his village and told him that as her daughter was advanced 4 or 5 months in her pregnancy she was taking her to Shencottah, but as C was in the Palanquin at the time he did not see her.

13. The 2nd claimant's Vakil deposes that C was put away by her husband A in consequence of her conduct not having been good that on the $\frac{\text{17th Auny of Andu 1019}}{\text{28th June 1844.}}$ A married the 2nd claimant's mother in the Kadambur Zamindar's house according to the custom of the caste and in the presence of his relations and other inhabitants of the village after making the necessary betrothment, that a girl and a boy were born to her, and that they are now respectively 6 and 4 years of age. This Vakil further states that the three arzees written by the deceased Zamindar during his life time on the 19th January 1856 on the 3rd January 1857 and on the 1st June 1858 (of which the last-mentioned two were to the effect that he had married the 2nd claimant's mother as his wife and that she bore children to him) as well as the Huzur order issued in reply to the first mentioned arzee will prove his statement, that the 1st wife of A was not pregnant at the time of her leaving Talavencottah as A had not any intercourse with her for about 3 years during which time she remained in A's house after she had been put away by him, that on her return to Shencottah the place of her mother's house, she was married to one Vellai Taven of Travancore to whom were born two children one a male the 1st claimant and the other a female who with her mother died immediately after birth, that the 1st claimant who was born after his mother had been married to Vellai Taven is not entitled to inherit the property of the deceased, that the 2nd claimant should be recognized as successor, and that the agreement on stamp papers ceased to have any validity since the mother of E was married to another person.

14. Thirteen witnesses were examined on behalf of F the 2nd claimant, of whom the witnesses from 1 to 6 support the deposition of the 2nd claimant's Vakil, the 4th to 6th further state that they were present during the marriage of F's mother. The witnesses from 7th to 10th support that part of the deposition of the Vakil which relates to the marriage of D as 2nd wife. The 1st witness further adds that C, the 1st wife of A

1. Ramasamy Pillai No. Karnam of Talavancottai Zamindary.
2. Velliam Pillai Samprathi of do.
3. Arunachalam Pillai, No. karnam of do.
4. Subramonia pillai, shroff of do.
5. Ramasamy Thevan of Ayen Mahendravadi, a relative of the Zamindar.
6. Udaya Talavan of do. and do.

7. Palaniyandi Talaven, do and do.
8. Paripoorna Taven of do. and do.
9. Sivagurunatha Pillai No. Karnam of do.
10. Subbu Battar of Sankarankoil.
11. Subramonia Karayalan, village munsif of Punnavalam village (ayan).
12. Vallinayagam pillai of Darugapuram kattukutha village.
13. Thiruambala Taven Nattamay of Ayen Vimman puttul village.

returned to her mother's house in consequence of some disagreement between her and her husband while 8th to 10th state that they know nothing about C, the 1st wife of A. The 11th witness states from heresay that A, the deceased Zamindar married D as his 2nd wife and that when C the 1st wife of A went to her mother's house, she was 4 or 5 (months) gone on pregnancy.

15. The depositions of the 12th and 13th witnesses corroborate the statement of the Vakil as regards the 1st wife and further set forth that D who was brought by A from Kadambur without performing any nuptial ceremonies bore a son and a daughter. The 12th witness, also adds that the father of D promised to pay him a bribe if he depose to the effect that D was married by A.

16. The documents mentioned by the 2nd claimant and referred to in para. 13 of this letter are as follows:—

1st. Arzee addressed to the Huzur by the deceased Zamindar A under date the 19th January 1856 requesting leave for two weeks to proceed with his family to a holy place for the purpose of performing certain vows.

2nd. Urzee addressed by the Zamindar on the 3rd January 1857 or 18 months previous to his demise stating that C who was married to him while he was minor having been left his house before giving birth to any child and having been married a second time to one Vellia Taven of Travancore contrary to the custom of the Zamindar's family he had married one Thungamanachiar as his principal wife and that a son and daughter were born to her, and requesting that as his wife and children as well as their followers about 30 in number intended going to a distant Pagoda for the purpose of performing certain vows, a passport might be granted to them allowing them to pass without any molestation.

3rd. Order issued to the Zamindar by Mr. Silver under date the 8th January 1857 in answer to the last mentioned Arzee stating that no one would molest his family and children, etc., in the roads.

4th. Arzee addressed by the deceased Zamindar on the 1st June 1858 recapitulating the contents of his former Arzee of 3rd January 1857 and stating that in consequence of his indisposition, his 1st wife who was divorced by him was attempting to make a false report to the Huzur to the effect that her son was his (petitioner's) child while he was really the child of another person, that he did not think it proper to make any report to the Huzur at the time of his 1st wife marrying another person, and that the Goervnment should protect his children and his younger brother.

17. The 3rd claimant marked B states in his deposition that his elder brother the deceased Zamindar A married one Kuzhalvoymozhi Ammal (6 or 7 years of age at the time of marriage) marked C when he (A) was 4 or 5 years old, that in consequence of her bad conduct she was put away by his brother, that she then removed her "Thaulee" (a marriage symbol usually worn by Hindu females) and returned to her mother's house at Shencottah where she married one Vellia Thevan and gave birth to a son, that subsequently when she was delivered of a daughter, she and the child died, that she was not pregnant when she proceeded to her mother's house, and that her son is not therefore entitled to succeed the deceased.

18. The 3rd claimant further states that his brother did not marry any other female besides the 1st wife, that 10 years ago when his brother returned from Tinnevelly via Kadambur, he brought with him the daughter of Kumarasami Talaven marked D, and kept her in a room within his premises that she bore a daughter and a son now aged 5 and 3 years respectively, that the above children were born to his brother, that D who is the daughter of Kumarasamy Talaven are illegitimate son of a former Zamindar of Kadambur does not belong to his caste nor is she

related to him and that it is not customary among people of his caste (Oothumalai etc. Zamindars) who usually keep concubines to recognize the son of such a concubine as successor to the Estate. The 3rd claimant also states that the Auzee and yadast addressed by his brother to the Huzur and Taluk under dates the 3rd and 4th July 1858 respectively will prove his statement and that the Urzees referred to in para 16 of his letter were written by the Zamindar from his love of the 2nd claimant's mother D.

1. Valli nayagam pillai, Sumpredy of the Talavancottah Zamindari.
2. Vellayappan Maniagar of Do.
3. Vailoyooda Sivan pillai, a neighbour of the 1st claimant's grand-father at Shencottah.
4. Pooliappa Talaven of Shencottah, a cousin of the 1st claimant's mother.
5. Ramasami Taven, a relative of the Zamindar.
6. Selambu Taven, Do.
7. Chinnamardu, a servant of the Zamindar.
8. Nagu Servai, a cavalgar of the Zamindary.
9. Palaniandi Taven, village munsiff of Talavencottah.
10. Sivanu Servai, a servant of the Zamindar.
11. Sangu Taven of Talavencottah.
12. Thunthun, a palanquin bearer.
13. Vellia bohee, Do.
14. Sangu bohee, Do.
15. Mada bohee, Do.
16. Chittara bohee, Do.

19. Sixteen witnesses were examined on behalf of the 3rd claimant, they support his statement. The witnesses from 4 to 11 state that the 1st wife of the deceased Zamindar when leaving the Zamindar's house took off the Thali (marriage-symbol) from her neck, and that it is customary among the people of Marava caste to do so and to marry another person. The witnesses from 12 to 16 depose that the Zemindar when going to Kadambur employed them as palanquin bearers, and that the Zamindar on his return to Talavancottah brought the daughter of Kumarasami Talaven without performing the usual marriage ceremonies and kept her as a concubine.

20. The deceased Zamindar in his Arzee of the 3rd July 1858 referred to by the 3rd claimant states that on his being questioned by the Tahsildar as to whether the Arzee of the 1st June 1858 had been written by him, he answered in the affirmative that two children were born to D who was brought by him from Kadambur but she does not belong to his caste, and that he had therefore recognized his younger brother as successor according to the custom of his caste as he is well qualified to manage the affairs of the Estate, and requests that an order might be issued confirming the recognition of his younger brother as Zamindar.

21. In the yadast of the Zamindar to the Tahsildar dated 4th July 1858, it is stated that he had recognized his younger brother as Zamindar, and that necessary arrangements should be made to prevent any disturbance in the performance of his funeral obsequies.

22. The 2nd claimant's Vakil has deposed that the Urzee and the yadast referred to in the preceding two paragraphs were not written by the deceased Zamindar, that they were frabricated by the Zamindar's younger brother and that the deceased was insensible from 28th June to 7th July on which he died, and also named 5 witnesses to prove this statement.

1. Ramasamia pillai, No. Karnam of Talavancottah Zamindary.
2. Arunachalam pillai Do. Do.
3. Subramonia pillai, shroff of Do.
4. Velliam pillai, shroff of Do.
5. Naseebkhana metoo, a peon of Do.

23. The witnesses from 1 to 4 support this statement and further declare that the Zamindar was not in a sound state of body or mind from 28th June and that the signatures both in the Auzee and yadast were forged by the Sumprethee Vallinayagam pillai. The 5th witness a mettoo peon in supporting the depositions of the abovementioned witnesses states that he did not mention this circumstance in his report (dated 8th July 1858) to the Taluk about the death of the Zamindar as he thought it proper to represent the fact at the time of enquiry.

24. The 3rd claimant states in his deposition that the abovementioned Auzee and yadast were signed by the Zamindar himself when he was in his senses and that the witnesses on behalf of the 2nd claimant have given false testimony having been bribed, and that the 6 persons named in the margin were present when the Zamindar signed the abovementioned documents.

1. Valli nayagam pillai, Samprethy of Talavancottai Zamindari.
2. Velliappen Maniagar of Do.
3. Ramasawmy Taven, a respectable ryot of Do.
4. Sivagami nada pillai, No. Karnam gumastah of Darugapuram kattukuthaga village.
5. Arunachalo pandithan, native practitioner of the deceased Zamindar.
6. Palaniyandi Taven, village munsiff of Talavencottah.

25. These 6 witnesses have deposed that the Zamindar was in a sound state of mind when he signed the abovementioned papers, that he was leaning on his bed when the Arzee and yadast were written from his own dictation and signed by him.

26. The 11 witnesses named in the margin who are the inhabitants of the neighbouring ayen villages have been examined as Sircar witnesses of whom 1 to 5 have deposed that Thangamanachiar was married by the Zamindar as his 2nd wife. The 1st witness has further stated that the 1st wife was married to another person and that he does not know to whom her son was born, while the 3rd 4th and 5th have stated that the 1st wife above 4 or 5 months pregnant when she returned to her mother's house and that she was not married a second time. The 6th and 7th witnesses have stated that the 1st wife of the Zamindar was married to one Vellia Taven, that she gave birth to a son and that Thangamma Nachiar marked D was not the wife of the Zamindar but was kept by him as a concubine. The 8th witness states that D was the concubine of the Zamindar and that the 1st wife of the Zamindar was married a second time. The 9th and 10th witnesses state that D was the concubine, that when the 1st wife went to her mother's house, her pregnancy had advanced to 5 or 6 months and that she did not marry any other person. The 11th witness states that the 1st wife married a second time and gave birth to a son, that the 2nd wife was a concubine and that it is true that the Zamindar wrote an Arzee to the Huzur that the Estate should be registered in his younger brother's name.

1. Muthu Taven, a Nattamaigar of ayen Kalappalenkulam village and a relative of the Zamindar.
2. Andia pillai, Mirasdar, Ayen Puliangudi village.
3. Seenia pillai, Do. of Do.
4. Subramonian Chetti Do. of Do.
5. Muthusamy Taven of Ayen Tirumalai naicken pudukudy village.
6. Subramonia Taven, Nattamaigar of Ayen Elankulam village.
7. Vyali Taven, a ryot of Ayen Kalappalankulam village.
8. Boadesa taven of Do.
9. Muthusami Iyen of Chinthamoni village.
10. Ramier of Do.
11. Ramen Servai, a watcher of the Zamindar's house.

27. The Zamindars of Alagapury and Avoodiapuram were requested by the Tahsildar to state the relationship of the claimants to the deceased. The former answered that he knew nothing of the matter whilst the latter stated from hearsay that the 1st wife who was divorced by the Zamindar having married a second time and given birth to a son, the Zamindar married a second wife who bore two children.

28. The ryots of the Zamindary about 201 innumber have given a Mahazarnama to the effect that the 1st wife of the Zamindar was married a second time while the Zamindar was alive, that the son born to her cannot therefore be recognized as successor that the 2nd wife being the daughter of an illegitimate son of a former Zamindar of Kadambur, her son is not entitled to inheritance and that the younger brother of the deceased Zamindar should be recognized as successor. They have also given deposition before the Tahsildar to the same effect.

29. Although the 5 witnesses on behalf of the 1st claimant and a few others (11th witness on behalf of the 2nd claimant; 3rd, 4th, 5th, 9th and 10th Sirkar witnesses) deposed in his favour under the circumstances shown in evidence to have

occurred and that his mother left the Zamindar's house about 12 years ago, that the title of the 1st claimant was not recognized during that period it cannot now be considered to be valid.

30. The 3rd claimant the younger brother of the deceased Zamindar and great many others (1st claimant's vakil, 1st witness on behalf of Do., 12th and 13th witnesses on behalf of the 2nd claimant, witnesses from 12 to 16 on behalf of the 3rd claimant, 6th, 7th, 8th, 9th, 10th, 11th Sirkar witnesses, 201 ryots of the Zamindary) deny that D was married by the Zamindar but from an Arzee addressed by the deceased about a year ago and from the evidence of a few of the witnesses (2nd witness on behalf of the 1st claimant, witnesses from 1 to 11 on behalf of the 2nd claimant, Sirkar witnesses from 1 to 5, the Zamindar of Avudiapuram) examined in the case it appears that D was married. Supposing that D was married by the Zamindar it remains to be decided by the Law officers of the Sudder Civil Court whether or not the fact of her being the daughter of an illegitimate (vide para 4 of my letter of the 30th August 1858) son of a former Zamindar of Kadambur would affect the title of the 2nd claimant.

31. The 3rd claimant who is reported to be aged 26 years and to be well qualified to manage the affairs of the Estate (and who was attending them during the lifetime of A) being the younger brother of the deceased Zamindar A and the son of the former Zamindarinee, and as his title to succession is unquestionable he can be recognized as Zamindar as recommended by the deceased and the Tahsildar.

32. Translations (Enclosures Nos. 2 and 3) of the two Arzees addressed by the 3rd claimant and the 2nd claimant's mother are forwarded for the information of the Board.

33. The property left by the deceased besides the house and the Zamindary lands as well as the Kattuguthagai village of Darugapuram paying an annual Teerwah of Rs. 1,272–11–7 to Government and yielding a Beriz of about Rs. 2,000–0–0 per annum is reported by the Tahsildar to be as follows:—

	RS.	A.	P.
Ready cash	16	11	7
Gold and silver jewels valued at about	3,255	9	0
Brazen and Brass utensils, Iron implements and other sundry articles	1,109	1	1
Cattle valued at about	467	8	0
Grain etc. Do. Do.	1,111	5	0
Value of the Ayen lands in the Chinthamoni village ...	1,850	0	0
	7,810	3	2
7. Gold and silver jewels and Brazen and brass utensils etc., in possession of the Zamindar's younger brother, valued at	306	6	11
Do. Do. in possession of the Zamindar's 2nd wife and children	1,478	9	8
9. Do. Do. belonging to a pagoda in the Zamindary ...	82	10	6
Total ...	9,677	14	3

34. The Tahsildar has been ordered to sell the grain in store to make good the arrears of Peshcush and teerwah outstanding against the Estate and the Ayen Village which amounted on the 31st August 1858 to Rs. 730–9–2.

	RS.	A.	P.
1 Amin ...	14	0	0
1 Samprathy ...	8	0	0
1 Rayasum ...	6	0	0
1 Shroff ...	5	0	0
4 Peons at Rs. 3½ per mensem	14	0	0
Saderwared ...	1	0	0
	48	0	0

35. A statement showing the establishment entertained for the management of the Estate is given in the margin.

36. In conclusion, I beg to be favored with the orders of the Board on the subject.

I have, etc.,

TINNEVELLY, (Signed) D. MAYNE,
6th November 1858. *Ag. Collector.*

ENCLOSURE.

Translation of a petition presented to D. Mayne esq., Acting Collector of Tinnevelly by Indran Valungapooly Talaver younger brother of the Zamindar of Thalavancottah.

My elder brother, Zamindar when young had married one Kolalvoymoli the daughter of Sencottay pandy Talaven, but owing to disagreement between them she broke her wedding tie, about 12 years ago, and quitted the Zamindar's house. She restored to her mother's house at Shencottai, and having married one Velliah Tevan of Nanjanad, first gave birth to a son, and subsequently to a daughter and then died. Our enemies are now fraudulently come forward to usurp the Estate on behalf of the said Vellia Taven's son, who had always lived with Vellia Taven, making it appear that he was born for my brother in the Zamindaries of Oothumalai, Chockampatty, Surandai, Naduvakurichi, Maniachi and Kadambur, the people of which places are of our caste, viz., Kondiankottai Maravars, after the Zamindars are married either to relations or to persons of the neighbouring Zamindaries, the wives never quit the houses of their husbands until their death, whatever may be the disagreement between them. But contrary to this practice the said Kolalvoy mozhi left the house of her husband, and married Vellia Taven, and got a son by him, for whom they are endeavouring to secure the Estate, in question, which is repugnant to equity, and to our respectability.

Sembuly pandia thuddia Thalaver, the late Zamindar of Kadambur had a concubine by the name of Packiem alias Avudai thungum. She had a son by the name of Kumarasami Talaven whose daughter Thungammai was kept by my elder brother as a concubine. This latter female has a daughter aged 5 years and a son aged 3 years, and for this son, the above Kumarasamy Talaven etc. have vainly come forward to usurp the estate. When this Kumarawamy Thalaven who is the son of a concubine, had claimed the Kadambur Zamindarinee, in O.S. No. 2 of 1853 on the file of the Zillah Court of Tinnevelly, and in A.S. No. 8 of 1856 on the file of the Sudder Court, Decrees were passed in those suits repudiating his title on the grounds of his being the son of a concubine. The fact of this will be ascertained on a reference to those Decrees and to the above geneology. When such is the case, the Zamindaree cannot devolve on the son of my brother's concubine Thangammai who is the daughter of the above individual, and who does not belong to our caste, but is of an inferior caste. Neither has any Zamindaree in this District ever devolved on a concubine and on her son. Various attempts had been made to secure a portion of the property belonging to the Estates of Chockampatti and Maniachi for the illegitimate issue of the late proprietors respectively but the Government rejected such dairees and conferred those Estates on the heirs legally entitled to them according to the practice of the Zamindarees. Moreover the Hindu Law says, " Siva, Siva, Jauthirhyyeth Karmakathee thunthana, vurthayeth, Anyatha varthamanohee satheum pathaethi jauthethaha." That each class of people, should perform those deeds which it is permitted to do by the Shasters, and that who ever transgresses the rules prescribed for him is positively subject to ex-communication.

" Yainausya petharoa yauthau, yaina yauthu pethau mahauha thanayau yauthsathum margum, thainagachunnarishiathy."
A man should follow the steps of his fathers and forefathers, but whoever deviates from this course will break his caste.

" Suthberaucharee thunyusmatharmeekaischa, thweejau thihibee, thathaithasakoolajautheenamah Verooddum prakalpayathi."
People should conduct themselves agreeably to the usage of the country, and to the custom and manners of their tribe and caste, as observed by great people, charitable persons and brahmins. Any deviation from this course of conduct will be attended with troubles.

" Thasmauth Kulakramaucharamaucharum thwacharaith boothaha."
Therefore, wise man should make it as his rule, to follow the course of conduct prescribed for his tribe.

According to this Sastrum, the son born to Thangammai cannot succeed to the Zemin- because she was not only of a different and of a low tribe, but was kept as a concubine. I therefore pray that, agreeably to my petition, soliciting that the Estate may be made

over to me as I am the son of the former Zamindar and younger brother of the last Zamindar, your honour will be pleased to bring to the notice of the Board the inhabitants' mahazurnamah to the above effect as well as the proofs adduced by me in my previous Urzees, and cause the Zemindary to be given to me according to my caste custom.

(Signed) Indren valungapuly Taven.

5th October 1858.

Translation of petition addressed to D. Mayne, Esq., by Thungammai Nachiar, the principal wife of Indren Ramasamy Talaver, the deceased Zemindar of Thalavenkottai.

In the hope that your honour will be convinced of the distress I as a widow, am subject to, with children of every young age, I submit this petition.

1. According to the custom among Zamindars, and to the Sastrum, the late Zemindar married me in 1844, and got a child by the name of Ramasamy Pandian who is aged 5 years, and another by the name of Maruthaga nachiar who is aged 7 years, They lived in the Zamindar's house respectively to the present time, and after the death of my husband on the 7th July last, my son is legally entitled to succeed to the Estate, agreeably to the custom among Zamindars. But contrary to this rule, one Valungapooli Talaven, prompted by avarice usurped certain of the property from the Estate and fraudulently getting up an Arzee, Mahuzurnamah and yadast, prevailed with the Zamindars of Chockampatti, Uthumalai, Naduvakurichi, Surandai, and Urkad to side with him, and restoring to the Revenue Office without any ground, quoted certain vain proceedings that were held in opposition to the custom of the Zamindaree, the Regulations and the Sastrums in a suit regarding my paternal grandmother, but which were not referred to in the Decree and which took place 3 generations ago, with the view of succeeding to the Zamindaree. I therefore beg that your honour will be pleased to give deliberate consideration to my claims as set forth below :—

2. According to the objections raised 3 generations ago, in the face of the regulations and the Sastrum, I should be of a different caste. But Kumarasamy Talaver, the elder brother of the present Zemindar of Maniachi has married my father's sister and their children are entitled to his estate and responsible for his debts, and if this individual be called for and examined it will come to light that the allegations of the said Valungapuly Taven to the effect that I am of a different caste, is false. Moreover, after the late Zamindar had married me and got children, we were under his roof for a long time enjoying the Zamindaree, which yields Rs. 10,000 a year. The Zamindar's Urzee on this subject dated 3rd January 1857, the order thereto dated 8th Idem, the Arzee dated 1st June 1858, the order to the Tahsildar thereon dated 7th Idem, the Tahsildar's Arzee in reply dated 10th Idem and 12th July, prove my title, and enjoyment. The said Valungapooly Talaven who was aware of such Documents having passed, then admitted the fact, but now falsely contends at the Revenue office, which your honour will see arises from fraudulent motives.

3. During the investigation held at the Taluk it came to light that the said Valungapuly Taven has fabricated the Urzee and yadast in respect of the matters stated in the Mahazurnamah, and it is evident that in like manner he has also fabricated the Mahazurnamah itself. In the decree passed in the Kadambur case regarding my father's mother, no mention whatever is made as to caste; while so, Valugapuly Talaven has given a deposition to the effect that the Decree speaks of my being a different caste. Even if a civil action be instituted founded upon an expression not made use of in the decree, it will be sifted by the points and the case disposed of in accordance with a Futwah from the Sudder Court. But without considering this, the said Valungapuly Taven has vainly mooted objections founded upon certain wrong Sastrums, which from the subject of a Civil suit, as will be seen by the Revenue Office, where orders are passed with reference to the custom, enjoyment, and Documents held by the party entitled.

4. My husband had first married one Kulalvoimoley, but after he had sent her away for bad conduct, she married another husband and got issue. This particular is set forth in the Urzees submitted to the Huzur by my husband on the 3rd January 1857, and 1st June 1858, by the Tahsildar on the 10th June, and 12th July 1858, and by me on the 6th and 8th July 1858, and the vakil too admits in his deposition that the aforesaid child was born in Andu 1023. Moreover, if the circumstance of her having been put away in 1845, and of her having had the child after three years be taken into consideration, there can be no doubt but that the child must have been born for another.

5. As the said Valungapuly Taver with the aid of the Zemindars named above, is come to the Huzur office to endeavour to wrong the minor of his right to the Zamindaree, and as I am living helpless, with the minor and a female child, in a secluded within the Zamindar's house, I pray that the minor may be installed in the Estate and that I may be

authorized to administer the affairs thereof, agreeably to the documents above cited, to the practice of myself and the minor having enjoyed the Zamindaree and to the custom prevailing among Zamindars.

(Signed) Thangammanachiar.

4th October 1858.

No. 315.

Tinnevelly, 13th August 1866.

FROM

R. K. PUCKLE, ESQUIRE,

COLLECTOR.

To

W. WULLESTOR, ESQUIRE,

SECRETARY TO THE COURT OF WARDS,

Fort St. George.

SIR,

I have the honour to report for the information of the Court of Wards, the result of my enquiries into the irregularities that occurred in the Maniachi estate subsequent to the death of the late Zamindar and were alluded to in para. 6 of my letter dated 19th ultimo.

Vide para. 6 of Mr. Wedderburn's letter, dated 16th February 1866.

2. At the instance of the late Collector the Civil Court attached the personal property of the estate and appointed the Nazir as Receiver, those who knew the Zamindar's assert that he must have left 20,000 or 30,000 Rupees worth of jewels, etc., behind him, but this property if it ever existed was made away with at once in the interval that elapsed between the Zamindar's death and the appointment of the Receiver, as the list given in by the latter shows the personal property to be but of little value. It is now impossible to ascertain whether more property was left or not.

3. On 1st March the Court forwarded the list to this office and directed the Collector to take charge of the property in the capacity of curator.

4. A revenue inspector (Subba Rao) was accordingly sent with instructions to manage the affairs of the Zamindary till further orders. This officer took charge of the Zamindary as well as of the personal property on the 24th March but he has discharged his duties so inefficiently that he has allowed the late Zamindars people to collect upwards of Rs. 1,000 in the Estate subsequent to his taking charge and he has put his name to a document which he states he knew nothing about when he signed and which he now acknowledges to contain many doubtful entries.

5. On the 22nd March, the Collector called upon the late acting Tahsildar, Rengachari for a statement of Demand, Collection and balance of the Estate for fasli 1275. This was furnished on the 20th April and showed Rs. 14,605–2–7 have been collected up to date.

6. On the 30th April the late acting Tahsildar was again called on to state when and by whom the collections were made and whether the ryots had been furnished with receipts for their payments. To this he replied in general terms on the 19th May and no immediate notice was taken of this reply.

7. On the 7th May the late Collector' left the District, and on the 25th or a few days before my arrival a statement was submitted by the late Acting Tahsildar, showing that Rs. 23,295–12–4 had been collected and Rs. 23,280–6–9 had been

spent during the fasli. This statement was signed by the Samprati of the Estate and by the Revenue Inspector in charge and was forwarded without comment by the late Acting Tahsildar. The exact balancing of receipts and expenditure in this account, and the great discrepancy that existed between this and the one sent in a month previously, first attracted attentions, and an enquiry of the late Acting Tahsildar why he had sent in this account without any orders to do so, he replied that he understood that it was wanted and that he believed he had been told by the late acting Head Sheristadar to send it in.

8. As this statement is merely an abstract, the detailed accounts were sent for and examined to ascertain the correctness of this abstract account.

Particulars.	Sums collected and expended by the zamindar from 14th July 1865 to 14th January 1866.			Sums collected and expended by the first Widow of the Zamindar from 1st January to 31st March 1866.			Total.		
	RS.	A.	P.	RS.	A.	P.	RS.	A.	P.
Total collections	12,197	7	3	11,098	5	1	23,295	12	4
	Expenditure.								
Paid as peishcush for fasli 1275 ..	..			2,274	0	0	2,274	0	0
Given to pagodas	702	5	4	242	9	8	944	15	0
Expense of the Zamindar's family.	33	0	0	437	10	0	470	10	0
Do. of the late Zamindar's brother's family	254	3	0	212	1	4	466	4	4
Liquidation of debts due by the Estate	3,874	9	7	5,123	5	0	8,997	14	7
Funeral ceremoney of the late zamindar	..			1,425	8	11	1,425	8	11
Paid to persons for business connected with the Zamindar's estate ..	848	13	8	8	9	0	857	6	8
Establishment	1,031	3	6	932	9	3	1,963	12	9
Paid for the repair of tanks, etc. ..	10	0	0	3	4	0	13	4	0
Income-tax paid to Government for Fasli 1274	255	0	0	..			255	0	0
Interest charged for the arrears of Peishcush due	96	2	0	..			96	2	0
Assessment of Ayan lands due to Government	200	0	0	..			200	0	0
Paid to poor people	461	8	0	126	9	4	588	1	4
Total ..	12,187	15	3	11,092	7	6	23,280	6	9
Balance ..	9	8	0	5	13	7	15	5	7

9. The comparison thus instituted showed first that the detailed accounts had been hastily prepared as they also exhibit mere abstract statements of receipts and expenditure and are written on fresh leaves, second, that either the abstract given above or the so called detailed accounts must be false for the following obvious reasons:—

I. because the alleged collections are generally entered in the gross, without specifying either the names of the parties from whom they were made or the fasly for which they were due, so unlike the careful exactness with which natives really keep their account.

II. because the aggregate of the entries in the detailed accounts differs from the totals exhibited in the abstract.

III. that nearly Rs. 9,000 are represented to have been disbursed to certain creditors of the Estate without any vouchers to show that the money was so disbursed and without any attempt being made to liquidate registered debts amounting to Rs. 1,58,556 or the balance of Peishcush still due to the Government and

IV. because on sending for some of the creditors for enquiry one of them denied ever having received any money from or ever having been owed any thing by the Maniachi Estate.

10. On analizing the detailed accounts and comparing them with the abstract, there is a discrepancy in the matter of Rs. 727–0–6 represented in the statement to have been paid by the Zamindar towards liquidating private debts and not mentioned in the detailed accounts and a further discrepancy of Rs. 43–7–6 represented in the statement to have been paid by the Zamindar's widow for the same purpose but again not mentioned in any of the detailed accounts. The alleged receipts and expenditures during the Zamindar's life time though unsupported by vouchers and open to much suspicion, must be allowed to pass unchallenged, as enquiry is barred by the decision of the Board of Revenue dated 27th May 1850. I have therefore merely endeavoured to ascertain what became of a sum of Rs. 11,098–5–1 collected and said to have been spent during the 10 weeks that elapsed between the Zamindar's death and the date on which the estate was taken charge of by the Government.

11. The Zamindar's samprati who prepared these accounts was sent for and examined but he merely made evasive replies and pretended that it was not customary to keep detailed accounts or even to make enquiries about the particulars of money received.

12. I can ascertain nothing regarding the sums said to have been paid for the maintenance of the Zamindar's family but the cost of maintenance of the Zamindar's brother's sons family having been Rs. 33 during the last six months of the Zamindar's lifetime and Rs. 437–10–0 during the 10 weeks immediately following is a fact that speaks for itself.

13. Rs. 242–9–8 are entered in the accounts as having been paid to pagodas. Though I have not been able to obtain any reliable information on this head, it has been established on enquiry that there is but one Pagoda of importance in the Maniachi estate, and that this was separately endowed by the Zamindar with a maniam of the annual value of Rs. 127. It is probable that the Zamindar used to contribute to several large pagodas such as Tinnevelly and Tiruchendur in this District and to Srirangam and Chellambaram in Trichinopoly and south Arcots but as the wealthiest natives set aside but some Rs. 30 for each of a few large Pagodas a maximum sum of Rs. 150 annually it is absurd to suppose that Rs. 242–9–8 were spent in ten weeks on Pagodas by a family greatly in debt.

14. Under the head of Establishment there are great discrepancies in the abstract account. Rs. 932–9–3 are shown to have been spent but on comparing the pay lists, some servants appear to have been over paid and others underpaid, while Rs. 95 are stated to have been paid to individuals whose names are not found in the pay lists.

15. To further prove the worthlessness of these accounts I next took up the village accounts and had the puttahs and receipts of eleven villages carefully compared with each other.

16. From these village accounts it appears that the demand for fasli 1274 was Rs. 6,727 and the collection within that fasli Rs. 6,058 of the Rs. 668 balance receipts are only forthcoming for Rs. 117 collected in fasli 1275, whereas the Zamindar's chittah is made to show that Rs. 360 were collected.

17. Similar discrepancies occur in the accounts of collections for fasli 1275 by a comparison of dates it appears that subsequent to the Zamindar's death sums were credited in the chittah accounts long before payment was actually made by the ryots. These allusions to details are sufficient to show the utter worthlessness of

the accounts and I have no doubt in my own mind but that a rapid collection was made in the Zamindari soon after the death of the Zamindar (most probably under heavy discount) and that accounts were subsequently prepared and put forward to show approximate receipts and expenditure under the impression that in the confusion consequent on a change of Collectors and Sheristadars these accounts would be passed unnoticed.

18. The Maniachi Estate is indebted to the extent of Rs. 1,58,556 the Civil Court has attached 6 villages comprising of the 3/5th share of the Yelayirampannai division and intimated the same to this office on the 13th April last. Application has since been made to the Court to take no further steps in the matter until the orders of the Court of Wards are received and the Civil Court has accordingly deferred further action for the present.

19. The income from the Estate is Rs. 29,054. Deducting Rs. 13,285 on account of Peishcush, maintenance and about Rs. 5,000 to meet necessitudes of season, there will be a clear surplus of Rs. 10,000 to go towards paying the debts should the Civil Court press for liquidation. The 6 villages attached must be disposed of and I therefore request to be favoured with the early instructions of the Court of Wards on this subject. The assets of the estate are Rs. 41,169 of which Rs. 6,509–4–3 are claimed from one individual without any vouchers to show beyond an entry in the Zamindar's accounts, but bonds are forthcoming for Rs. 34,659–12–8 which I will take steps to recover. It is not necessary for me to enquire into the genuineness of Bonds decreed on by the Court and registered under the Act but I will satisfy myself as to the genuineness of any others that may be brought forward against the estate hereafter.

I have the honour to be,

Sir,

Your most obedient Servant,

———

Collector.

(True copy)

No. 79.

Tinnevelly, 7th February 1867.

FROM

R. K. PUCKLE, ESQUIRE,

COLLECTOR.

To

R. A. DALYELL, ESQUIRE,

SECRETARY TO THE COURT OF WARDS,

Fort St. George.

SIR,

I have the honour to report the demise on the 19th November last of Iswaravadivammal the widow of the late Zamindar of Singampatti who was entrusted with the management of the Estate on behalf of her minor son Sivasubramania Tevar recognized as the heir by Government in Proceedings No. 1345 dated 13th August 1860.

2. The Tahsildar of Ambasamudram has been directed to assume charge pending the decision of the Court of Wards regarding the management of the Estate. I have visited the place and have seen all the parties concerned.

3. The mother of the late Zamindar marked A in the accompanying Genealogical table furnished by the Tahsildar has requested personally and in writing that she may be allowed to manage the Estates on behalf of her grandson, the minor, but the eldest daughter of the late Zamindar G takes exception to this on

the grounds that A will misappropriate the property of the estate for the benefit of her daughters C and of her sons and G further prays that the Estate may be either entrusted to her or to the management of the Court of Wards. The 2nd daughter of the late Zamindar H is however in favour of her grandmother's management. The grandmother is a very respectable old lady and might be trusted with the management were she not so advanced in years. The sister's claim is quite inadmissible as she is married and has other interests. Under these circumstances I recommend that the Estate be taken under the management of the Court of Wards.

4. The Estate consists of 5 villages with an ayacut of 3,630 acres some 50,000 acres of hills yielding an annual income of Rs. 26,774–12–8 and paying a Peishcush of Rs. 8,008–2–11. The total area is 85½ sq. miles.

5. The debts due by and to the Estate are shown in the accompanying statements C and D. The Tahsildar has been called upon to report as to the genuineness of these several items.

6. The jewels and other personal property belonging to the Estate are valued at Rs. 9,669–0–6 as per statement E.

7. If my proposal to take the Estate under the management of the Court of Wards be approved, I will submit a list of Establishment and propose the allowances to be paid for the maintenance of the minor and his family.

I have the honour to be,

Sir,

Your Most Obedient Servant,

A. K. PUCKLE,
Collector.

ENCLOSURE.

A
Genealogical Table.

A.
Sivanayakiammal, the mother of the late Zamindar now alive.

B.
Her son Sivasubramania Tevar, late Zamindar.

C.
Her daughter Meenakshi Ammal now alive.

D.
His first wife Akilandaparvati Ammal, died before her husband.

E.
His second wife, Iswaravadivammal, recently deceased.

G.
Her first daughter Sitalakshmi Ammal married and now alive.

H.
Her second daughter Sudalaimuthammal married and now alive.

F.
Her son Sivasubramania Tevar, the minor, aged seven years.

(Signed) PUCKLE,
Collector.

Tinnevelly, 7th February 1867.

B

Statement showing the ayacut extent, cultivation and beriz of the Singampatti Zamindari for fasli 1275.

Items.	Extent of Ayacut in Zemindari villages.				Cultivation in Fasli 1275 deducting maniem.				Beriz.		
	C.	M.	M.	1/8.	C.	M.	M.	1/8.	RS.	A.	P.
Wet	869	0	3	2	780	13	5	4	20,492	5	6
Dry	1409.				1265						
	1,370	12	2	½	365	1	0	½	230	15	6
					592						
Garden	..				25	12	6	½	197	3	2
Palmyrahs	..				..				466	14	5
Topes	..				..				267	7	0
Sundry items of revenue ..	..				..				4,233	1	10
					Total ..				25,887	15	5
					Income from Pannai lands ..				249	11	5
					Beriz on lands in five Government villages ..				637	2	10
Total annual income in both Government and Zamin villages ..									26,774	13	8

C

Statement showing the amount due to the Singampatti Zamindari.

Items.	Amount.		
	RS.	A.	P.
Amount due by the ryots of zamin villages ..	7,077	4	3
Balance outstanding against private parties in favour of the Zamindar	1,845	2	4
Amount due to the zamindar as per Court's Razinamahas	449	2	5
Total ..	9,371	9	0

D

Statement showing the debts outstanding against the Zamindari of Singampatti.

Names of creditors.	Amount.		
	RS.	A.	P.
1 To the Zamindar of Urkad as per Razinamah filed in the Court	24,000	0	0
2 To Kailasamiar of Kallidaikurichi	9,500	0	0
3 To Veeraraghaviangar of Ambasamudram ..	1,000	0	0
4 To Muthuswami Annavi of Kallidaikurichi ..	3,000	0	0
5 To Raja Hussein Saib of Tinnevelly	50	0	0
6 To Mahadevarcovil	35	0	7
7 To Ramalinga Tevan of Erammalpuram ..	426	7	3
8 To Sorimuttaiyancoil	84	15	6
9 To Mahadevarcovil and Agastiar covil	41	12	0
10 To Darmapuram matam	0	2	0
11 To Kannu Tevan of Malasingampatti	3	5	8
12 To Sivanu Tevan of Thulasingampatti	4	14	0
Total ..	38,146	9	0
Since paid under orders of the Collector ..	4,000	0	0
Balance ..	34,146	9	0

E

Inventory of property belonging to the Singampatti Zamindari.

Item and particulars of jewels, etc.	Estimated value. RS.	A.	P.
1 Gold jewels	2,211	12	2
2 Silver jewels	316	7	7
3 Pearls	1	11	0
4 Brass vessels, etc.	682	6	0
5 Guns, swords, etc.	182	11	2
6 Cloths	291	13	2
7 Wooden and other sundry articles	658	11	8
8 Cattle, cows, bullocks sheets, etc.	1,913	8	0
9 Property in two temples and chatram (not endowed)	3,409	15	9
Total ..	9,669	0	6

No. 508.

To

THE SECRETARY TO THE BOARD OF REVENUE,

FORT ST. GEORGE.

SIR,

I have the honour to submit the information called for in Proceedings of the Court of Wards No. 7709 dated 25th October 1866.

2. The Urkad Estate was held under wardship from Fasly 1272 to May in Fasly 1275 and was then made over to the present Zamindar agreeably to the High Court's decree *. This decree was passed on 12th February 1866 and the court's late ward Muthuramalinga Setu-rayar died a short time previously—had this been known to the Judges of the High Court, their decree ordering an equal partition of the property among the five sons of the late Zamindar would no doubt have ordered an equal partition of the property among the 4 surviving sons agreeably to Hindu Law—but as the death of one of the brothers appears not to have been known, the decree was passed and advantage has since been taken of it to stir up dissention and trouble in the family.

* Vide Mr. Wedderburn's letter to the Court of Wards No. 152 dated 18th April 1866.

3. The mother of the Court's late ward has two surviving sons, both minors, and not content with the two shares of 1/4th each or half of the partible property, she claims 3/5 as per decree of the High Court. She has fallen into the hands of persons who will allow of no compromise, and obstinately insist on what seems an utterly untenable claim—hence the delay in furnishing the information now given.

4. In their proceedings No. 3000 dated 28th April 1866, the Court of Wards ordered the Collector to instruct the decree holder (the present Zamindar) to apply to the Civil Court for execution of the decree in due course and to act on the court's precept according to law. The decree holder had however already moved the Civil Court, as in Proceedings No. 252 dated 26th April 1866, the Collector was instructed to make over the decree holder, the Zamindary of Urkad, with the property mentioned in the margin, together with the balance of the income of the Zamindary since accrued also 1/5th share of the partible property in accordance with the decree.

SCHEDULE.

Zamin property.

Item No. 2. Zamindar's palace and Bungalow.

Item No. 3. Income of the Zamin for fasly 1272 with the income of the subsequent faslis.

Item No. 4. Moveable property of several religious institutions and chuttrams.

Partible property.

Item Nos. 5 to 13. Lands held by the late Zamindar in Government villages.

Item No. 14. Income derived from the said lands.

Item No. 15. Income of certain lands made over by the late Zamindar to his daughter upon her marriage as dowry.

Item Nos. 17 to 33. Gold and silver jewels, Brass utensils, Iron and wooden articles and cloths etc.

Item No. 34. Debts due to the estate.

Item No. 35. Cattle etc.

Item No. 36. A chavadi and building site at Urkad.

Item No. 37. A house and well at Tinnevelly.

5. That the mother of the deceased minor did not then contemplate claiming a 3/5th share is evident, as the proceedings go on to mention that her vakeel represents that she 4th defendant is the proprietor of ½ of the ayan lands etc. in the possession of the Collector and should this be true, the Collector is requested to pay to the Court out of this Rs. 3,981–13–6 being costs she (4th defendant) has to pay in the suit to the decree holder. The Rs. 3,981–13–6 applied for were remitted to the Court from the income of the Zamin and the Zamindar has to be reimbersed.

6. The Sub Collector then in charge of the District not informed the Court that one of the parties had died while the appeal to the High Court was pending, and requested instructions as to whether the property should be divided into 4 or 5 shares. In reply, the Civil Court ordered that the property should be divided into 5 shares, unless the parties concerned agreed that it should be divided into 4 shares.

7. The mother of the deceased minor then first put forward her claim to a 3/5 share and refused to accept ½. The Sub Collector accordingly proceeded to divide the moveable property into 5 shares and actually distributed the cattle, ornament, house hold utensils etc., 4/5th to the surviving brother, retaining a 1/5th share in deposit.

8. The opposition to all amicable arrangement was however so violent on the part of certain advisors of the 4th defendant that no progress was made in the division of the immoveable property, as they insisted on their shares in every field and building, so this portion of the property still remains undivided and is held under management. A small establishment costing Rs. 13 per mensem was entertained for its management from July 1866.

9. In the mean time the Civil Court having recovered an instalment of debt due to the late Zamindar divided it equally among the four Surviving sons of the Zamindar.

10. On hearing this, I applied to the Court to know whether the remaining property should be divided into 4 or 5 shares, but I received no definite reply, the Court informing me that certain money had been paid by the Court in 4 shares, and that I must do what I thought right in dividing the rest of the property.

11. On this I sought an interview with the 4th defendant and though I have ascertained that she was herself willing to see me (as women of the maravar caste have no seclusion), she was presented by those into whose hands she had fallen and as absurd telegram was sent to the Board to the effect that this lady was being forced from her retirement.

12. Finding that nothing could be gained by further delay or attempts at compromise I have prepared two statements one showing the division of the property into 5 and the other into 4 shares and will at once carry out whichever partition the Court of Wards think most desirable.

13. In their proceedings No. 7709 dated 25th October 1866 the Court of Wards observe that the bonds in deposit amounting to Rs. 79,500 may properly be transferred to the holder of the High Court's decree. Since then or on the 1st December 1866 the value of the bonds in deposit has been increased to Rs. 85,300.

14. The Civil Judge of this District has however at the instance of the decree holder (the present Zamindar) already directed the Collector to make over the Zamin with the income derived during the period that it was held in a wardship to the Zamindar with the other property exhibited in the margin of para 4 of this letter.

15. The net income that accrued during this period was Rs. 41,059–13–1. Of this sum Rs. 40,867 have already been invested in bonds, leaving a balance of Rs. 192–13–1 now in deposit—these bonds and ready money now go to the Zamindar's share.

16. The debt due to the estate amounted to Rs. 64,826 of which Rs. 42,741–4–10 were realized while the estate was under management. This sum plus Rs. 4,006–0–9 (a portion of the Collection of the Zamin arrears for fasli 1271) gives a total of Rs. 46,747–5–7, from which bonds to the value of the Rs. 44,433 were bought at a cost of Rs. 43,685, 3/4 or 4/5th of which have now to be divided.

17. The Civil Court decreed that the debt due to the Estate and the outstanding arrears collected prior to the assumption of the Estate by the present Zamindar form a part of the partible property. Hence these bonds and ready money, are now divisible into either 4 or 5 shares.

18. Should the partible bonds be divided into 4 shares, the Zamindar's share will be Rs. 11,108–4–0 should they be decided into five shares, his share will be Rs. 8,886–9–7 and these sums with the 40,867 that represent the income of the Zamindary amount to Rs. 51,975–4–0 or Rs. 49,753–9–7 respectively as shown in the accompanying statement.

19. To divide the 4 and 5 per cent bonds fairly, I have allotted to each share 2 annas 6·16 pice in the rupee of 4 per cent bonds, and 13 annas 5·84 pice in the rupee of 5 per cent bonds, the total sum to be allotted being Rs. 13,800 of 4 per cent and Rupees 71,500 of 5 per cent bonds. The result gives the share of each person at 1/4 or 1/5 as per margin.

20. The bonds are all for round figures and the payment of each man's share in bonds will involve an adjustment of portions as shown in the accompanying statement. From the foregoing, the Court will see that the High Court's decision that the partible property should be divided into 5 shares, was opposed to Hindu Law, there being but 4 brothers alive at the time the decision was passed; and that the Civil Court of this district has practically set aside the decision of the High Court by dividing certain partible property into 4 shares—a division of immoveable property is always a difficult matter and a division of the property first into 5 shares and then a 1/5th share again into 4 shares will involve more labour than a division of the property into 4 shares at once.

I have, etc.,

14*th September* 1867. (Signed) ———.

No. 217.

Tinnevelly, 7th May 1868.

To

THE SECRETARY TO THE COURT OF WARDS,

FORT ST. GEORGE.

SIR,

I have the honour to forward herewith a copy of a judgment of the C[illegible] of this district deciding the right of succession to the Maniachi Zamind[illegible]

18

Vide Collector's order No. 140, dated 9th March 1867.

2. The Court of Wards are aware of the dissensions and intrigues that have helped to ruin the Maniachi family and will not be surprized to hear that though as the Court's agent, I was included as a defendant in the suit, the other defendants would not make common cause with me either by acquainting me with their line of defence or by taking opinion from me.

12th February 1866.

3. From the first there was no chance of a successful defence as the High Court had ruled that a younger son had no claim to succession unless he was the son of a first wife or unless the custom of the family permitted a departure from Hindu Law. The Courts ward in the present instance was a younger son (it is disputed whether he is the son of a fourth or fifth wife) and seeing that the late Zamindar and the late Zamindar's father had held the Zamindari for 85 years without the alleged peculiar custom of succession occurring, no living man could prove that this custom ever existed.

4. The eldest son Subramania Pandia Sockatalavar, the son of Shanmugavadivu Talavachi (the widow who has striven throughout to uphold the ryght and expose the malpractices that took place on the death of the late Zamindar) is now declared to be the heir and I beg to solicit the Court of Wards recognition of him and their approval of the following arrangements to save his estate from ruin.

13th January 1868 No. 215, Karukurichi Perurani.

5. The Court of Wards have sanctioned my apportionment of peishcush on two divisions of the estate with the view of these divisions being sold by the Civil Court of this district pursuant to decrees in suits Nos. 9 of 1865 and 14 of 1866 and miscellaneous petition No. 251 of 1865 for debts amounting to 1,03,396 Rupees. The debts of the estate aggregate Rs. 1,72,576 and the surplus income is not sufficient to pay the interest of the money. It is not necessary however that any integral portion of the Estate should be sacrificed to free the remainder from debt and I have accordingly moved the Civil Court to defer the sale pending the approval of the Court of Wards of my plan for raising the money without injury to the estate.

The aggregate assessment of these two villages is Rs. 2,729 which at twenty years purchase would amount to Rs. 54,580 but I have framed my estimates of assets low throughout on purpose.

6. Instead of selling the Karukurichi and Perurani divisions which are close to Maniachi itself, the outlying village of Mulliseval and Ramanadapuram in the Yelayirampannai division some 30 miles distant might be sold to advantage, and their sale will realize Rs. 49,000 this is the only territorial loss that the Zamindari need sustain and getting rid of these villages will be rather a gain than a loss as they are too far off to be managed and the Zamindar gets little from them.

Yelavanlankal. Marudur. Umarundan Tavu.

7. The Zamindar holds puttah for lands in 3 Government villages and the sale of these lands and the palmyrahs on them will realize Rs. 7,000.

at Rs. 50 an acre.

8. There are 627 acres of home farm dry lands which cannot be managed to advantage when the estate is under wardship, and even at other times the arrangement of an annual rent with the cultivators gives rise to endless disputes and confusion. The sale of the Zamindar's right of farming these lands himself, and the concession of puttahs to the actual cultivations will realize Rs. 30,000.*

9. The conversion of waram or grain rent on 536 acres of wet land to a fixed money rent and declaring the occupancy of the tenants permanent will realise [illegible]other Rs. 30,000 *

[illegible]. There are 80,000 palmyrahs scattered about the fields in twos and threes [illegible]venties. These are now divided into three classes assessed at $1\frac{1}{2}$, 5 and [illegible]verage 5 pies each. The sale of this assessment at 15 years purchase [illegible]. 30,000.†

* The Tirukurangudi Talavan offers to pay this amount.

† At Rs. 35 an acre under rainfed tanks and Rs. 300 an acre under channels.

11. The total peishcush of the Zamin is now Rs. 9,925 and the dry land assessment is Rs. 24,138. This assessment is thus rather high and might well be reduced by 2 annas in the rupee or by 12½ per cent all round in my present position I could easily demark the villages prepare land registers, settle disputes and lower the assessment and in the matter of puttahs accounts recognition of occupancy, etc., put this Zamindari as far in advance of the other Zamindaries of the district as it is now behind them. The tenants will pay for this reduction at the rate of 10 years purchase or Rs. 1¼ for each 2 annas of rent remitted, or 30,000 Rs. for 3,000 Rs. remitted. This will not be lost to the Estate as the better position of the tenants will induce them to extend cultivation by taking up the waste of which there is a large extent that will be laid out in convenient blocks and all be recorded in detail as usual in the settlement registers.

The total assessment of the zamin was Rupees 31,752 in fasli 1276 or more than three times the peishcush.

12. We can thus raise 1,67,000 rupees from the estate not only without injury to it but very greatly to its advantage. The ryots who have been consulted seem much pleased with the prospect before them, and both landlord and tenant are likely to benefit largely by the abolition of anamolies and by the settlement of vexatious disputes.

13. There is another reason why the Karukurichi division should not be sold just now. The northern channel from the projected anicut at Srivaikuntam will pass through 3 of the villages and irrigates 1,000 acres. The area irrigated will then be worth Rs. 100 or 200 an acre but is hardly worth having now, being nearly all blown sand. A purchaser at auction is not likely to pay the real value of this on the possible contingency of getting it irrigated some day and thus it is greatly to the interest of the estate to retain these villages unsold.

Kolayankarisal.
Servaikaranmatam.
Nallamalai.

14. When the estate is freed from debt I will submit a revised scale of the Establishment and maintenance required by the family.

I have the honour to be,

Sir,

Yours Most Obedient Servant,

(Signed) ——,
Collector.

No. 67.

To

THE ACTING SECRETARY TO THE BOARD OF REVENUE,

CHEPAUK.

SIR,

In the 3rd para of the Board's proceedings to Government No. 376 A dated 21st Ultimo, the Collector is authorized to recognize "Ramaswamy Naicker, the son and heir of the deceased Zamindar of Ettayapuram as his successor." I beg to state that Ramaswamy Naicker is the proposed manager of the Estate is the brother and not the son of the deceased Zamindars. I have therefore the honour to request that Government may be pleased to recognize Jagaveerarama Kumara Ettappa Naicker (the eldest son of the deceased Zamindar) as the heir.

9th February 1869.

(Signed) ——,
Ettayapuram.

No. 356.

To

THE SECRETARY TO THE COURT OF WARDS,

MADRAS.

SIR,

I have the honour to reply to the proceedings of the Court of Wards dated 15th February and 17th April last Nos. 989 and 2613.

2. It is not necessary here to detail the circumstances which induced the Collector to hold the partible property belonging to the five sons of the late Zamindar of Urkad, under management Mr. Puckle having already set forth his reasons for so doing in his letter dated 14th September 1867 No. 508.

3. The enclosed statement A shows the annual value or income of the partible lands, topes and palmyrahs and the gross value of the other partible property, consisting of buildings, 4 and 5 per cent Government Securities, also the surplus money held in deposit out of the annual income derived from the partible lands since the urkad estate was taken under wardship viz. from Fasli 1272/1862–63 to 1278/1868–69, and the value of the 2/5th share of these properties due to the 2 surviving step brothers of the Urkad Zamindar.

4. From paras 7 and 8 of the Collector's letter quoted above, the Court will observe that a great portion of the partible property, such as cattle, jewels, household furniture has with the concurrence of the parties interested already been divided into 5 shares, 2 shares having been assigned to the Zamindar and his brother, and one held in deposit as being the share of the Zamindar's deceased step brother, and the remaining two, the value of which is exhibited in the above statement viz. Rs. 4,136–1–3, assigned to Ramaletchmiammal on behalf of the 2 minors her sons. Thus making in all Rs. 25,858–3–3.

5. I have now the honour under Regulation V of 1804 to request the sanction of the Court of Wards to hold under management the 2/5th share of the net profit of the property due to the minors. On the receipt of the Court's instructions, I shall apply to the Civil Courts for a decision as to the disposal of the remaining 3/5th share of the partible property, as suggested by the Court of Wards in the 3rd para of their proceedings dated 17th April last No. 2613.

6. A genealogical tree of the family is herewith forwarded. The Zamindar's 2nd widow Ramalachmiammal has two sons and two daughters, her eldest son having died in 1864. Ramalechumiammal has a widowed sister living with her. The maintenance allowance proposed in the enclosed statement B amounts to Rs. 871–12–0 and is I think fair and ample for the minors and their family.

7. The minors are aged 15 and 12 years respectively. They are intelligent lads especially the eldest. They are making good progress in English and they are also learning Tamil and Telugu under private Tuition. I have advised their mother to send them to the anglo vernacular school at Ambasamudram which is a mile from Urkad as this arrangement will save the family the additional expense of a private teacher.

8. I beg to propose the nomination of Kotilinga Tevan, the maternal uncle of the boys as their guardian. He takes an interest in them is quite fitted for the post.

9. The annual value of the partible lands and the interest on Government securities due as the 2/5th share of the minors amount as shown in the statement A to Rs. 1,922–14–9 per annum. From this sum must be deducted Rs. 871–12–0, the cost of maintenance above alluded to and Rs. 172–12–9 being the minors share of the cost of a small increased establishment, I propose to entertain as shown in statement B. The very similar establishment proposed by the late Collector in para

8 of his letter 14th September 1867 for the management of the partible property of the 5 sons being insufficient leaving a balance of Rs. 878–6–0 in the minor's favour.

10. I have not been able to ascertain the debts owing by and due to the minors, their mother having reported that the accounts have been sent to the Civil courts at the instance of one of her creditors. I shall however address the Court of Wards separately on this subject.

11. The Zamindar and his brother have at last come forward to receive their 2/5th share of the divisible property, but a division of the property is a very difficult matter, unless the parties interested, mutually agree to divide it themselves and this arrangement I regret to say is not likely owing to family dissensions. Should the Court of Wards however be of opinion that a division might be effected through a panchayat, I shall be prepared to appoint one.

Enclosures.

B

Statement showing the maintenance allowance for the two step brothers and their family of the Urkad Zamindar.

	RS. A. P.	Per annum. RS. A. P.
(1) Sendradesa Ventajagavirarama Diterugiah Seturayar, aged 15, minor		
(2) Sivananjaperumal Seturayar, aged 12, minor ..		
(3) Menachi Ammal, their sister 17 years unmarried.		434 4 0
(4) Ramalatchumi Ammal, their mother .. .. and		
(5) Punnaiyaverammal, at Rs. 36–3–0 per mensem ..		
Servants—		
1 Cook	3 0 0	
1 Servant for the minors	3 0 0	
1 Maid servant	2 0 0	
1 Bandyman	3 0 0	
1 Jadumali	1 0 0	
1 Washerman	0 8 0	
1 Barber	0 6 0	
1 Horse keeper	3 0 0	
Horsegram and straw and cotton pad for the bullocks	6 0 0	
1 Tamil and Telugu teacher	5 0 0	
	26 14 0	322 8 0
Deepavali ceremony	5 0 0	
Sankaranti ceremony	10 0 0	
Anniversaries	50 0 0	
Cloths for the minors	20 0 0	
Do. for their sister	12 0 0	
Do. for their mother	12 0 0	
Do. for her sister	6 0 0	
		115 0 0
Total ..		871 12 0

Cost of the proposed establishment when put under the Court of Wards.

	Per mensem.			Per annum.		
	RS.	A.	P.	RS.	A.	P.
1 Manager	15	0	0	180	0	0
1 Gumasta	10	0	0	120	0	0
2 peons at Rs. 5 each	10	0	0	120	0	0
Contingencies	1	0	0	12	0	0
	36	0	0	432	0	0
Two-fifths share of this sum due by the minors				172	12	9
Total ..				1,044	8	9

Schedule of assets, etc., of Maniachi Estate.

	RS.	A.	P.
Revenue derived from estate—			
Number of villages	30	0	0
Revenue	25,413	0	0
Revenue derived from minor's—			
Zamindar's share indivisible property	3,269	11	11
Total ..	28,682	11	11
Deduct—			
Peshkash to Government	7,727	0	2
Maintenance allowances to members of family and management charges	3,955	11	9
Total ..	11,682	11	11
Net average balances per annum ..	17,000	0	0

II

Schedule of liabilities against Maniachi Estate.

	RS.	A.	P.
Amount of debts—			
As reported in the Collector's report of 29th December 1869	1,38,257	5	8
Since decreed	4,000	0	0
Interest of the current fasli	10,000	0	0
Total ..	1,52,257	5	8
Paid during the current fasli	11,000	0	0
Balance	1,41,257	5	8
Interest payable according to decreed rates for a year	9,137	15	4
Interest at 6 per cent on the amount exhibited in column 6	8,460	0	0

No. 156.

DATED 16TH APRIL 1870.

To

THE ACTING SECRETARY TO THE COURT OF WARDS,
MADRAS.

SIR,

In continuation of my report on Maniachi (29th December 1869) I have the honour to state that having given my best consideration to the 5 schemes proposed by Mr. Puckle for extricating the Maniachi Estate from its load of debt the conclusion I have arrived at is that of the five proposals the 3rd alone (viz. to sell th

Home farm or Pannai lands as contained in para 8 Proceedings of Court of Wards 7th July 1868 No. 4976) is feasible. The first proposal is to sell Mullicheval and Ramanadapuram of Yelairampannai Division instead of Perurani and Karakurichi overlooking the fact that these villages, it is proposed to sell in Yelayirampannai form part of the Divisible property of the Estate and for which there are 5 existing claimants as shown in the accompanying geneological tree. Since the assumption of the estate by the Court of Wards one Bulshapandia Talavar and others laid claim to three fourths of one fifth in the lands of Yelairampannai division, etc., and obtained a decree in their favour in original suits No. 88 of 1866 and Subramania Talavar a nephew of the late Zamindar subsequently urged his claim to one fifth share in the same lands (Yelairampannai) the claim was thrown out in original suit No. 8 of 1868 but he has appealed to the High Court, the result remains to be seen.

Vide Board Proceedings dated 30th January 1868, No. 749.

2. It is probable that the four sons of the late Zamindar now under age will claim their shares in these Yelairampannai lands at any rate it would be most unsafe to sell any but the minor Zamindar's share in these lands and this would only give 1/5th of 40,000 is equal to 8,000.

Vide Proceedings of 4th August 1869, No. 5728.

3. The same difficulty arises in dealing with the 2nd proposal viz. the sale of the Pattah lands in Government Villages (Para 7) letter No. 217 dated 7th May 1868. These lands are devisible and the Courts have already decreed them to be such. Vide Board's Proceedings dated 30th January 1868 No. 749 and 4th August 1869 No. 5728.

4. The 3rd proposal I have already said is feasible but will revert to this hereafter.

5. As to the 4th proposal of converting the grain rent into a fixed money payment, there are no accounts giving any data as to the produce and price of grain previous to the Estate coming under management and in the absence of such data as well as of any funds to meet the expenses of survey demarcation, etc., as suggested in para 11 of Mr. Puckle's letter No. 217, dated 6th May 1868, I think this proposal quite impracticable and an assessment based upon the reputed extent of lands would give rise to future difficulties and the "Modus operandi" be questionable in point of law.

6. The fifth and last proposal is the sale of palmirahs. The difficulty here arises from the ryots refusal to redeem the trees on any terms. They assert the trees to be "Podusottu" i.e. sown by themselves or their ancestors and to interfere with existing and in many cases immemorial rights would involve us in endless suits.

7. It now remains to see what amount would be realized by carrying out the 3rd proposal, the sale of Zamindar's Pannai lands and his share in the lands mentioned in the 1st and 2nd proposals. The present liability of the Estate is 1,41,257 (vide accompanying Schedule A). The Home farm will fetch 30,000. The sale of the Zamindar's share in Yelayirampannai division 8,000 and his share in the Patta lands 1,500 making a total of Rs. 39,500.

8. It is to be regretted that Mr. Puckle's scheme which appears so feasible on paper cannot be carried out in its entirety. But as it have shown 39,500 rupees is all I can see my way to realise and to accomplish this will necessitate the sale of the Zamindar's pannai lands, considering the store set on these lands by all the Zamindars it seems to me that they should be the last to go as they may serve (when everything else is sold as in the case of Chockampatty) to have the Zamindar himself from utter ruin and I presume the Court of Wards will not press the sale of these lands, as they only sanctioned the carrying out of Mr. Puckles' proposals conditionally "should he be of opinion that the amount realised by the five items would free the Estate from immediate pressure and ultimately from debt" and the sum to be realised by the sale of such lands will accomplish neither of those objects.

Vide paragraph 3 of Proceedings of Court of Wards, dated 19th September 1868, No. 6675.

9. Having shown the impracticability of my predecessor's schemes it will be expected that it should bring forward some more feasible proposition to attain the object in view.

10. The only plan I can hit upon is to seek the necessary relief from Government by a loan on the mortgage of the Zamindari. This was the course pursued to liquidate the debts of the Vizianagaram Zamins are in 1816 and 1848 and is the one now I believe contemplated in the case of the Ramnad Zamindari.

11. If the Government will consent to lend one lac and forty-one thousand, I propose the Estate should pay 6 per cent per annum interest and the debt could then be discharged within 10 years. The Estate will remain under Wardship till 1876 when the loan would be reduced to 70,000 supposing payment at the rate of 17,800 annually. I would propose a clause being inserted in the Loan Bond by which the Zamindar should bind himself to allow the Estate to remain under the Court of Wards until 1881 by which time the whole of the Government loan would be repaid with interest and the Estate free.

12. Two questions present themselves with regards to this proposition.

(1) Whether there are any debts against the Estate besides those that appear in the schedule annexed.

(2) Whether we can expect the present average net savings of 17,000 Rs. per annum will continue undiminished.

13. As to the 1st point I have made most careful enquiries and can find no other debts known to assist against the Estate. All creditors having come forward and obtained decrees.

ide paragraph 13 of Collector's letter No. 217, 7th y 1868.

14. As to the 2nd I think Rs. 17,000 may safely be taken as the net yearly saving, for, in estimating this amount, I calculated only the Estate and the Zamindar's own share in the property declared by the Courts to be divisible I have indeed little doubt that as observed by Mr. Puckle the Revenue of Maniachi will be considerably increased on the completion of the northern (Strivaiguntam) channel of Tuticorin. It is now almost completed and runs through the Karakurichi division by which 1,000 acres of land at present waste will be brought under wet cultivation. The value of land will also rise on account of the Railway now about to be commenced running right through the Estate.

15. Before concluding I may mention that the guardian Sivarama Talavar was anxious, for me to submit a proposal to borrow the sum required from the Nattukottai Chetties. But on making enquiries the rate of interest, 12 per cent and the discount (Rs. 26,000) demanded was so exorbitant that the idea of borrowing from them was abandoned. My present proposal has the cordial support of the guardian and the minor's mother Shanmugavadivu Talavachi who are both most anxious to see the Estate saved from ruin. My prospection will certain affect this, and it has the further merit of not calling in question existing rights—the great blot of former proposals.

16. In reference to the accompanying Proceedings of the Civil Court I have shown cause against the sale being made absolute pending the proceedings of the Court of Wards on this letter. I request the Court's early orders.

I have, etc.,
(Signed) ——,

No. 129.

TINNEVELLY COLLECTOR'S CIRCUIT CUTCHERRY,
PUDUKUDI, 11th April 1872.

To

THE SECRETARY TO THE BOARD OF REVENUE,
MADRAS.

SIR,

As required in the Board's circular order No. 339 dated 20th May 1839, I have the honour to report that I have taken charge of the Sivagiri Zamindari of this district as receiver at the request of the Civil Court.

2. The Sivagiri Zamindari is the second in importance in the district and pays a permanent assessment of Rs. 54,580–2–0.

3. The present Zamindar, the petitioner is an old man who has long been at varience with his wives and only son. The family feud has run such lengths that the Zamindar (if I am rightly informed) lives apart and is afraid to eat food cooked by his family. Both parties have done their best to injure each other pecuniarly and their intrigues and dissensions have been fomented by interested advisors. The Zamindar has contracted debts amounting to 4½ lacs of rupees and the wives and their adherents are said by means best known to themselves to have amassed considerable wealth which they have managed to keep back from the Zamindar.

4. In 1870, the estate was ordered to be sold in satisfaction of judgment debts and I was called on to apportion the Peishcush. This was done and reported to the Civil Court on the 10th February 1871, A day was then fixed for sale, but before the sale took place, the Zamindar's only son appeared before me in person and begged for my interference. I declined to take steps in the matter unless the Zamindar himself applied for assistance. The son then brought his father and the two were unanimous in their request that similar measures to those that had recently been so successfully carried out at Maniachi and which have since been approved of by the Secretary of State might be adopted to save the estate from dismemberment. These were simply (1) the outright sale of isolated villages far from the body of the estate, (2) the conversion of varam (division of the produce into money rates for the irrigated lands and (3) the sale of the occupancy of the panniar (home farm) lands. The father and son then apparently made friends and in May following the Zamindar presented a petition in the Civil Court praying that my proposed arrangements might be carried out. The Court acceded to this request and on the 16th idem placed the estate under my management.

5. I proceeded to Sivagiri in August and there entered into negotiations with the ryots who seemed pleased with the prospect before them and agreed to pay down 2 lacs of rupees for the redemption of varam on irrigated lands and to continue to pay yearly such money rates as would secure to the Zamin a minimum revenue of Rs. 45,000 from the irrigated land alone. I offered to demark, measure, map, register and classify the irrigated lands and to impose money rates according to quality of soil situation and irrigation etc. and these rates were named by the ryots at 20, 18, 16, 14, 12 and 10 Rs. per Sivagiri Cuttah (3 acres 26 cents) at the same time there was brisk competition for the permanent right of occupancy of the home farm lands which were to bear the same money rates (according to class) as the ordinary irrigated lands, while the palmyrah forest fringing the river was laid out in blocks of convenient size, the trees counted and registered and put up for sale at an upset price of Rs. 1½ per tree, on the understanding that the land on which the trees stood and which had never yet been assessed should in future pay an assessment of 4 annas an acre so far all went well and after setting any settlement establishment to work and giving all needful instructions, I left the Tahsildar in charge to carry out the arrangements.

6. Ere long however the ryots raised certain objections they wished for a formal agreement on the part of the Zamindar and when this was executed, they wished for a similar deed from the son in the meantime the father and son had revived their quarrel and with some difficulty, I got the son to record his approval in the form of an arzee of the very arrangements that he had himself first suggested on the strength of this, 146 individuals commuted their varam for money rates paying down Rs. 13,584–3–0 and 21 others purchased the right of occupying portions of pannai lands for Rs. 16,068.

7. In the meantime the creditors had met at my house and after hearing what had been done they were unanimous in their approval, and very liberally consented to waive their claims to press for immediate sale on condition that they were paid off in turn, consenting moreover to the payment of all mortgages whether judgment creditors or not, in the order of the date of their mortgages some also went still further and offered to transfer the Zamindar's debts to the ryots to enable the latter thereby to complete their purchase of varam, and this has been done by the

creditors. An agreement to this effect was also filed before the court recently but just as all seemed to be prospering and I thought I saw my way to clearing off the debts at once, the feud between father and son broke out once more, and the son has since filed a suit in the Court to set aside my arrangements and succeed to the Estate free of all encumbrance.

8. The progress made is as follows:—The enormous cusba village (which pays more than half of the revenue of the estate) and the next largest villages of Tenmalai have been completed in all settlement details. Pattahs have been issued for fasli 1280 in all but five villages and the individual grievances in the matter of the transfer of pattas assessment of land and the several anamalies usually found in a neglected Zamindari have been redressed in large numbers and the Zamindari is in a better condition than it ever was before.

9. The accompanying balance sheet exhibits the collections made and the money paid ino Court up to 31st ultimo.

10. Owing to the opposition I met with the intrigues between father and son and the additional work thrown on my hands by the charge of the Ettiapuram Zamindarini I had intended closing my connection with the Sivagiri estate on 31st March but at the request of the Civil Judge, I have agreed to continue as receiver and now request the Boards sanction to the temporary appointment of the Deputy Tahsildar, of Virudupatti Nagunnier as manager on a salary of Rs. 100 to be paid from the funds of the estate. This appointment has the sanction of the Civil Judge.

I have, etc.

(Signed) R. K. PUCKLE,
Collector.

11*th April* 1872.

73917

1197,93C(X723)
N34